

U.S. Department of Commerce



ProTech

Professional and Technical Services

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Acquisition and Grants Office
Strategic Sourcing Acquisition Division**

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SECTION A

SOLICITATION/CONTRACT FORM

A.1 INTRODUCTION

This requirement for Professional and Technical (ProTech) services consists of providing resources in support of the National Oceanic and Atmospheric Administration (NOAA) to include its Line and Staff Offices. The Government has determined that this acquisition will consist of a suite of Multiple Award Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts under each of five Domains: Satellites, Oceans, Fisheries, Weather, and Enterprise Operations. Offerors are permitted to propose in multiple Domains, but are encouraged to focus on Domains within their firm's core competencies. Information Technology (IT) support services, software and equipment, as the principal purpose of an acquisition will not be included in ProTech. Where applicable, the program may also be used by other Bureaus within the Department of Commerce (DOC).

The ProTech acquisition will be a full and open competition with reserves for small business. The cumulative total of all Task Orders awarded to all awardees will not exceed \$3,000,000,000 over the 5-year life of the IDIQ program. The Contracting Officer shall reserve the right to set aside any Task Orders for Small Business firms if two or more Small Businesses are proven capable of meeting the requirements. Task Orders that are not set-aside for Small Business will be solicited under Full and Open competition among all contract holders within that Domain, inclusive of the Small Business firms. The term of the resulting IDIQ contracts will consist of a two (2) year Base Period and three (3) one year option periods.

A.2 MISSION

As one of the components of the nation's environmental information enterprise, NOAA's mission is to provide information to understand and predict changes in the Earth's environment, and conserve and manage coastal and marine resources to meet the nation's economic, social, and environmental needs. To carry out this mission, NOAA conducts research, produces various assessments and information products, and develops and maintains an infrastructure of observation, communications, and prediction systems that support the entire enterprise. In addition, NOAA's mission includes specific duties to provide information services to other Government agencies. From daily weather forecasts, severe storm warnings and climate monitoring to fisheries management, coastal restoration and supporting marine commerce, NOAA's products and services support economic vitality and affect more than one-third of America's gross domestic product. NOAA's dedicated scientists use cutting-edge research and high-tech instrumentation to provide citizens, planners, emergency managers, and other decision makers with reliable information they need when they need it.

A.3 DOMAINS

To fulfill its mission, NOAA requires performance in several highly-specialized, but interrelated scientific disciplines. ProTech will enable NOAA to respond to a myriad of ongoing acquisition requirements for professional and technical services within each of its Line and Staff Offices. Mission Statements for each of the offices are included in Section J (see Section J - Attachment J-1). Requirements of each Line and Staff Office have been separated into disciplines referred to herein as “Domains”.

The following are the Pro-Tech Domains:

I. Satellite Domain:

The Satellite Domain has a focus on technical and scientific support of the acquisition, deployment, and ground system development/monitoring of satellites.

II. Oceans Domain:

The Oceans Domain has a focus on scientific data collection and stewardship, geospatial mapping of coastal areas, and community outreach services.

III. Fisheries Domain:

The Fisheries Domain has a focus on national and international fishery management support, marine observations, environmental data collection, ecosystem studies, associate data and information services, and various impact analyses.

IV. Weather Domain:

The Weather Domain has a focus on weather data collection and weather modeling.

V. Enterprise Operations Domain:

The Enterprise Operations Domain has a focus on administrative professional and technical support to the Line and Staff offices throughout NOAA. Services within this domain include program management, financial management, strategic planning, human resources, communication, education and outreach, business management, budget and financial management, facilities and property management, and Office of Marine and Aviation Operations (OMAO) and Office of Oceanic and Atmospheric Research (OAR) scientific and technical support services.

A.4 ACQUISITION OVERVIEW

The goal of this acquisition is to establish a suite of ID/IQ contracts for professional and technical services that will enable NOAA to accomplish its mission objectives. The resulting multiple award contracts will collectively be referred to as ProTech and are designed to offer a broad range of professional and technical services and solutions to fulfill NOAA’s Line and Staff Office needs. The Contractor shall furnish all non-personal services necessary in accordance with the requirements of this contract to NOAA organizations or to other Department of Commerce bureaus, if required, as may be identified throughout the stated period of performance.

NOAA intends to make contract awards within the above referenced Domains and will subsequently issue Task Orders against those contracts. Contract types for the Task Orders will include, as appropriate, Fixed Price, Cost Reimbursement, Time and Materials, and Labor Hour.

The Government intends to award contracts in each Domain to large and small businesses, including for socio-economic categories. A manageable number of awards will be made in each Domain to ensure adequate competition at the Task Order level. Seventy five percent (75%) of awards, no matter the final number of awards, are anticipated to be made to small businesses under the reserve component of this solicitation.

A.5 TASK ORDERS

Task Orders issued under the ProTech initiative in each domain may include services for scientific consulting, environmental consulting, educational and outreach support, engineering, research and development in the life sciences, business operations, and program and project management. ProTech services may be performed on site at Government facilities or at the Contractors' facilities, depending on the requirements defined in individual task orders. Each Task Order requirement will be reviewed for a determination of capability to set aside that order.

A primary objective of the ProTech Program is to provide effective and efficient program and contract management processes. To accomplish this, a contract and task order management system will be a mandatory element for all orders placed under each ProTech contract to effectively manage cost, schedule, performance, and quality of each Contract and Task Order. Contractors are encouraged to use commercially available automated tools to manage processes and metrics supporting Contract and Task Order management. The use of such automated tools should effect timely access, improved accuracy, real-time monitoring and reporting of deliverables status, track quality, and gauge overall customer satisfaction. They may also assist in making data accessible to clients.

SECTION B SUPPLIES OR SERVICES/PRICES

B.1 CLIN TABLE

The CLIN Table includes labor, travel, and other direct costs (ODCs) for the base and option periods as follows:

ITEM NO	SUPPLIES / SERVICES	MAX QUANTITIES UNDEFINED	UNIT	UNIT PRICE
0001	Labor Support for Base Period (24 months). This CLIN represents the labor support requirements for the NOAA ProTech effort. Reference Labor Categories for a detailed description. The contractor shall provide all personnel to perform the tasks specified in the attached work statement per the attached quality standards. FOB: Destination			
0002	Travel for the Base Period (24 months). Travel shall be pre-approved by the Contracting Officer's Representative and conducted per FAR Part 31.205-46. Travel expenses will be priced IAW the Government Joint Travel Regulation. In establishing the price or cost of travel, indirect costs, if any, applicable to travel will be recognized, but no profit or fee on travel expense will be allowed. FOB: Destination			
0003	Non-travel Other Direct Cost (ODC)/Material Cost for the Base Period (24 months). The Contractor may be required to incur non-travel ODC or to acquire material in order to perform certain task orders. FOB: Destination			
1001	OPTION - Labor Support for Option Period (12 months). This CLIN represents the labor support requirements for the NOAA ProTech effort. Reference Labor Categories for			

ITEM NO	SUPPLIES / SERVICES	MAX QUANTITIES UNDEFINED	UNIT	UNIT PRICE
	a detailed description. The contractor shall provide all personnel to perform the tasks specified in the attached work statement per the attached quality standards. FOB: Destination			
1002	OPTION - Travel for the Option Period (12 months). Travel shall be pre-approved by the Contracting Officer's Representative and conducted per FAR Part 31.205-46. Travel expenses will be priced IAW the Government Joint Travel Regulation. In establishing the price or cost of travel, indirect costs, if any, applicable to travel will be recognized, but no profit or fee on travel expense will be allowed. FOB: Destination			
1003	OPTION - Non-travel Other Direct Cost (ODC)/Material Cost for the Option Period (12 months). The Contractor may be required to incur non-travel ODC or to acquire material in order to perform certain task orders. FOB: Destination			
2001	OPTION - Labor Support for Option Period (12 months). This CLIN represents the labor support requirements for the NOAA ProTech effort. Reference Labor Categories for a detailed description. The contractor shall provide all personnel to perform the tasks specified in the attached work statement per the attached quality standards. FOB: Destination			
2002	OPTION - Travel for the Option Period (12 months). Travel shall be pre-approved by the Contracting Officer's Representative and conducted per FAR Part 31.205-46. Travel expenses will be priced IAW the			

ITEM NO	SUPPLIES / SERVICES	MAX QUANTITIES UNDEFINED	UNIT	UNIT PRICE
	Government Joint Travel Regulation. In establishing the price or cost of travel, indirect costs, if any, applicable to travel will be recognized, but no profit or fee on travel expense will be allowed. FOB: Destination			
2003	OPTION - Non-travel Other Direct Cost (ODC)/Material Cost for the Base Period (24 months). The Contractor may be required to incur non-travel ODC or to acquire material in order to perform certain task orders. FOB: Destination			
3001	OPTION - Labor Support for Option Period (12 months). This CLIN represents the labor support requirements for the NOAA ProTech effort. Reference Labor Categories for a detailed description. The contractor shall provide all personnel to perform the tasks specified in the attached work statement per the attached quality standards. FOB: Destination			
3002	OPTION - Travel for the Option Period (12 months). Travel shall be pre-approved by the Contracting Officer's Representative and conducted per FAR Part 31.205-46. Travel expenses will be priced IAW the Government Joint Travel Regulation. In establishing the price or cost of travel, indirect costs, if any, applicable to travel will be recognized, but no profit or fee on travel expense will be allowed. FOB: Destination			
3003	OPTION - Non-travel Other Direct Cost (ODC)/Material Cost for the Base Period (24 months). The Contractor may be required to incur non-travel ODC or to acquire material in			

ITEM NO	SUPPLIES / SERVICES	MAX QUANTITIES UNDEFINED	UNIT	UNIT PRICE
	order to perform certain task orders. FOB: Destination			

B.2 SCOPE

The Contractor, as an independent contractor and not as an agent of the Government, shall furnish all personnel, management, facilities, equipment, material, and associated data to provide the supplies and services, except those expressly identified herein as being provided by the Government, necessary to deliver the non-personal services in accordance with the requirements of this contract and the ProTech program, to NOAA organizations (or to other Department of Commerce bureaus) as may be identified throughout the course of this contract.

B.3 SUBSEQUENT ORDERS

The Contractor shall perform, at the Government's discretion and when ordered, any and all CLINS relating to the continued performance of the work outlined in Section C of this contract.

B.4 ORDERING INSTRUCTIONS

Task Orders under the IDIQ contract will contain all information required by FAR 16.505(a)(7). Prior to issuing a Task Order, the Government will issue a request for offer at the Task Order level.

B.5 BASE AND OPTION PERIODS

The term of this IDIQ contract is a two (2) year base period and three (3) one year option periods, for a total ordering period of five (5) years, if all options are exercised. There is no guarantee that the options will be exercised on any or all of the awarded contracts. This is not a multi-year contract as defined in FAR Part 17.103. Task Orders will be issued with specific performance periods.

B.5.1 Initial Ordering Period

Base Ordering Period (2 years after date of award) IDIQ CLINS 0001 through 0003. The stated Initial Ordering Period minimum for each contract awarded shall be \$250.00 throughout the period of performance of this contract. The stated maximum for each contract awarded during this ordering period shall be \$3,000,000,000, reduced by the cumulative dollar value of all orders previously placed at any time under all other awarded ProTech contracts.

B.5.2 Option 1

Ordering Period (1 year) IDIQ CLINS 1001 through 1003. The stated maximum of for each contract during this ordering period shall be \$3,000,000,000 reduced by the cumulative dollar value of all orders previously placed at any time under all other awarded ProTech contracts.

B.5.3 Option 2

Ordering Period (1 year) IDIQ CLINS 2001 through 2003. The stated maximum of any option for each contract during this ordering period shall be \$3,000,000,000 reduced by the cumulative dollar value of all orders previously placed at any time under all other awarded ProTech contracts.

B.5.4 Option 3

Ordering Period (1 year) IDIQ CLINS 3001 through 3003. The stated maximum of any option for each contract during this ordering period shall be \$3,000,000,000 reduced by the cumulative dollar value of all orders previously placed at any time under all other awarded ProTech contracts.

B.6 CONTRACT TYPE

The ProTech contract is structured and managed as an IDIQ contract in accordance with FAR Part 16.5, *Indefinite-Delivery Contracts*. NOAA intends to make contract awards within the referenced Domains and will subsequently issue Task Orders against those contracts. Task Order contract types will include Fixed Price, Cost Reimbursement, Time and Materials, and Labor Hour as appropriate to the task. Task Orders may also combine more than one (1) pricing arrangement (e.g., FP/LH, etc.), although separate contract line items numbers (CLINs) are required for each pricing arrangement. The Contracting Officer (CO) will identify the applicable contract type for all CLINs in each ProTech task order. Incentive provisions may also be applied to individual Task Orders.

B.7 LABOR CATEGORIES

The Labor Category descriptions and qualifications determined applicable to support each Pro-Tech Domain are provided in Section J. (See Section J - Attachment J-3).

B.8 CEILING RATES FOR TIME AND MATERIAL AND LABOR HOUR CLINS

For CLINs, the ceiling rates shall map to the Ceiling Hourly Rate Table (see Section J - Attachment J-2) attached to this contract.

B.9 1352.216-75 MINIMUM AND MAXIMUM CONTRACT AMOUNTS (APR 2010)

During the term of the contract, the Government shall place orders totaling a minimum of \$250. The amount of all orders shall not exceed \$3,000,000,000.

The exercise of an option period does not re-establish the contract minimum.

(End of clause)

B. 10 1352.216-77 CEILING PRICE (APR 2010)

The ceiling price of this contract is \$3,000,000,000. The contractor shall not make expenditures nor incur obligations in the performance of this contract which exceed the ceiling price specified herein, except at the contractor's own risk.

(End of clause)

B. 11 GOVERNMENT OBLIGATION

The Government is under no obligation to issue any Notices of Opportunity (NOO) or Task Orders against the resulting contracts. The Government has no obligation to issue TOs to the Contractor beyond the amount specified. Once the conditions have been met, the Contractor will continue to have the opportunity to be issued TO(s) under the Fair Opportunity to Compete provisions in Section G, Contract Administration Data. An unlimited number of TOs may be placed under the ProTech contract for the cumulative term.

(End of Section B)

SECTION C STATEMENTS OF WORK

C.1 INTRODUCTION AND BACKGROUND

The National Oceanic and Atmospheric Administration (NOAA) is an agency that enriches life through science. Our reach goes from the surface of the sun to the depths of the ocean floor as we work to keep citizens informed of the changing environment around them.

From daily weather forecasts, severe storm warnings, and climate monitoring to fisheries management, coastal restoration and supporting marine commerce, NOAA's products and services support economic vitality and affect more than one-third of America's gross domestic product. NOAA's dedicated scientists use cutting-edge research and high-tech instrumentation to provide citizens, planners, emergency managers and other decision makers with reliable information they need when they need it.

Professional and technical services represent a significant portion of the NOAA support services budget. The primary goal of this acquisition is to establish a suite of indefinite-delivery indefinite-quantity contracts for professional and technical services that will enable NOAA line and staff offices, and program units to accomplish their mission objectives. This acquisition and resulting multiple award contracts are designed to offer a broad range of services, solutions and contract types to fulfill the majority of NOAA component and DOC departmental professional and technical service needs. This Statement of Work is comprised of five comprehensive domain categories (Satellites, Oceans, Fisheries, Weather, and Enterprise Operations) in order to select multiple vendors with the capability to support the breadth and scope of NOAA requirements. Specific requirements will be further identified and defined at the task order level. Specific requirements for each of the domain categories are defined in the sections C.3 through C.7 below.

C.2 OBJECTIVES

The overall objectives of the Pro-Tech Program are to:

- Ensure NOAA has ongoing timely, high quality, cost effective, efficient, innovative, and comprehensive professional and technical contractual services, leveraging industry best practices and professional standards.
- Ensure related and interdependent functions and disciplines are covered in the resulting contracts.
- Provide a comprehensive performance and solutions-based contract.
- Conduct scientific and technical research and experiments to better understand

natural physical, biophysical, geochemical, ecological systems and processes.

- Conduct studies, bring skills, techniques, and capabilities to bear on social science and its application to the nation's coastal resource management issues through needs assessments, evaluations, network analysis, and social practices, as well as economic valuation and return on investment.
- Develop predictive models for use in weather, climate, solar, ocean, coastal and ecological assessments and predictions.
- Develop and deploy new observing systems technologies to provide data to document natural variability, and to enable model-based prediction and other decision support capabilities.
- Develop new analytical and forecast tools to improve NOAA services.
- Develop and use new information technology to disseminate crucial data and information within the federal and academic research community, and to the public and other decision- makers.
- Develop scientific assessments and information products to enhance public education and guide governmental action.
- Contribute to the achievement of NOAA's program goals and the NOAA Strategic Plan.
- Contribute to NOAA's small business contracting goals.
- Establish contracts with companies capable of providing the necessary personnel, material, equipment, services, and facilities (except as otherwise specified) to perform the Statement of Work requirements herein and at the Task Order level.

C.3 SATELLITE SYSTEMS SERVICES DOMAIN

The mission and objectives of the primary users of this Domain are related to satellite and observation activities and the collection, preservation and dissemination of information derived therefrom. The National Environmental Satellite, Data, and Information Service (NESDIS) is dedicated to providing timely access to global environmental data from satellites and other sources to promote, protect and enhance the Nation's economy, security, environment and quality of life. To fulfill its responsibilities, NESDIS acquires and manages the Nation's operational environmental satellites, provides data and information services including Earth system monitoring, performs data and information product stewardship and preservation, develops and produces information products and models derived from observed data, performs official assessments of the environment and conducts related research. NOAA's environmental satellite data are essential for forecasting weather, analyzing environmental and climate phenomena and monitoring hazards worldwide. This 24/7 global coverage provides a constant stream of information used in preparation for events that impact our climate, weather, oceans and daily lives. Other NOAA offices may also use the contracts included within this Domain if their requirements are covered herein.

The intent is for the Contractor to provide a full range of appropriately qualified staff to provide professional and technical services within the broad areas described below and as specified by each individual task order. The services provided under ProTech will support NESDIS at sites world-wide. The Contractor shall furnish the necessary personnel, materials, equipment, facilities, travel and other services required to satisfy task order (TO) requirements. While this Statement of Work identifies four (4) broad areas, as listed below, the suite of resulting contracts for this Domain is intended to satisfy the need for professional and technical services to support the full range of related requirements for NESDIS activities, including satellite missions which NOAA manages or in which NOAA participates and the management of the data that results from those missions. NESDIS work is conducted in its headquarters offices in Silver Spring, Maryland, as well as in regional offices, science centers, a data center and associated field offices and laboratories. Additional information about NESDIS is available at http://www.nesdis.noaa.gov/about_satellites.html

C.3.1 Studies, Analyses and Reports

The Contractor shall provide support for studies, numerical models, assessments, analyses, including requirements analyses, and reports focusing on current and future programs in an effort to understand outcomes, define issues or highlight problems and areas for improvement. Program studies and analyses will involve the creation, evaluation; analysis and review, for specified NESDIS supported systems or specified scientific research projects, of relevant data, the use or development of appropriate analytical methods and tools, and the formulation of results and recommendations for Government consideration. The Contractor will assist the Government in conducting special studies that require a resource lacking bias for or against a particular solution. The program studies, analyses, reports and support may include, but are not limited to, the following areas:

- C.3.1.1 Provide support for modeling and simulation analysis of satellite systems.
- C.3.1.2 Provide support to develop and deploy satellite-based observing systems technologies to enable the documentation of natural variability and to enable model-based prediction and other decision support capabilities for evaluation techniques and analysis.
- C.3.1.3 Provide support for requirements analysis, trade off analysis and requirements traceability, assist in assessing overall system architectural alternatives, help conduct regular independent evaluations of the status of satellite programs and climate sensor continuity missions, assist the Government with developing algorithms, and support execution of calibration and validation activities.
- C.3.1.4 Provide support for economic and socio-economic analysis of system architecture portfolios and for mission concept, ground and flight system and system architecture studies.
- C.3.1.5 Provide support for the coordination and planning needed to ensure alignment of the Data Environment with the Global Earth Observation System of Systems architecture and principles.
- C.3.1.6 Provide support for comprehensive assessments aimed at integrating, optimizing and sustaining observing systems.
- C.3.1.7 Provide support for planning for, and optimizing, data architecture, data storage, data stewardship, data processing and data dissemination capabilities.
- C.3.1.8 Provide support for technology transition planning services, technology assessments, technical reviews of white papers and proposals, special technology evaluations and general technical assistance on satellite systems and satellite system observing systems and their architectures.
- C.3.1.9 Provide support for analyses and recommendations for investment strategies for operational and research observing systems, using new/established/customized procedures, tools and algorithms.
- C.3.1.10 Provide support for operations analyses and assessments aimed at integrating and consolidating satellite command, control, and communications functions.
- C.3.1.11 Provide support for User System Readiness Planning.
- C.3.1.12 Provide strategic planning, policy analyses, trade studies, economic assessments and system and function criticality analyses of program requirements and programs.

- C.3.1.13 Provide support for the updating, development or identification of specifications and standards for system engineering, schedules, and for the identification of critical technical performance measurement parameters.
- C.3.1.14 Provide analyses of satellite program radio frequency systems.
- C.3.1.15 Provide research and development studies of radio frequency spectrum utilization for the purpose of relocating operational frequencies within the allocated Federal spectrum.
- C.3.1.16 Provide support to coordinate such studies and exchange results with other NOAA organizations, NASA, mission partners and other agencies, including NTIA and FCC, and with international organizations.
- C.3.1.17 Provide support to the Government in recommending technical standards and programmatic approaches to efficiently achieve future objective integrated architectures. This includes defining target enterprise architecture across NESDIS systems and developing a roadmap to reach the target from the baseline architecture in incremental steps, as driven by the infusion of new and enhanced mission systems and capabilities into the evolving architecture framework.

C.3.2 Applied Research and Consulting

The Contractor shall provide scientific, engineering and other required professional or technical expertise to assist the Government in conducting applied research and performing analyses to support NESDIS activities. The Contractor shall provide support to program managers and policymakers in developing state-of-the-science models, selecting new technologies for development and determining if further program performance information is needed. The Contractor shall provide support to identify and apply the appropriate methodologies needed to test particular technologies or answer specific research or programmatic questions. Support for applied research and consulting activities may include, but is not limited to, the following:

- C.3.2.1 Provide supporting assessments of the concept of operations, system architecture, system utility, program plans and schedule and test and integration adequacy for observing systems pre and post launch and for on-orbit performance of NOAA satellite systems.
- C.3.2.2 Provide support for, and participate in, reviews including, but not limited to, system definition and system requirements reviews, preliminary and critical design reviews, test and operational readiness reviews and end-item pre-shipment reviews.
- C.3.2.3 Provide support in aeronautical and space and ground systems engineering, radio frequency engineering analysis and associated disciplines.

- C.3.2.4 Provide support to assess the impacts of satellite observations and observing systems on Numerical Weather Prediction and weather forecasting and environmental monitoring.
- C.3.2.5 Provide coordination support between system owners, users and integrated product teams to assist in clarification of requirements and support design, development, test, integration and operational transition activities.
- C.3.2.6 Provide support to develop solutions for optimizing integration and consolidation of command and control and other operational procedures.
- C.3.2.7 Provide support for plans for the development of future environmental satellite systems by performing trade studies and conducting analyses for potential satellite investments as directed by the Government.
- C.3.2.8 Provide support for all activities associated with pre-launch, launch, early orbit checkout, post-launch activities, and Launch Failure and Anomaly Investigations for operational management of NOAA satellites. Provide support for ground engineering verification and validation activities, test and analysis for sensor characterization activities, and for pre-launch CalVal, post-launch Intensive Cal/Val and Long Term Monitoring functions for satellites and sensors.
- C.3.2.9 Provide support for integration of United States military, civilian and foreign meteorological spacecraft/sensor capabilities with common NOAA spacecraft/sensor system capabilities.
- C.3.2.10 Provide support for analyses and studies in support of the development, acquisition, upgrade, maintenance and checkout of NOAA satellite ground systems.
- C.3.2.11 Provide support for interface testing and verification of ground segments associated with the Ingest, Product Generation and Distribution, Command, Control, and Communications (C3), Network Communications, Antennas, Mission Management Center and flight software including telemetry and command uplink and mission data downlink functions at satellite ground stations.
- C.3.2.12 Provide support to space systems associated with sensors, launch and spacecraft issues, including identifying and resolving technical issues associated with the compatibility and integration of Government sensors and spacecraft.
- C.3.2.13 Provide technical advice and support on remote sensing licensing and regulatory compliance.

- C.3.2.14 Provide development and currency of technical maintenance requirement documents.
- C.3.2.15 Provide supporting science for operational and planned space-based instrumentation, sensor characterization, raw observations through to the final derived data products and applications and assist the Government in management, research, testing, design, development, implementation, user engagement, calibration, validation, verification, maintenance and documentation of algorithms and products.
- C.3.2.16 Provide support for development of space weather product algorithms and calibration / validation of space weather data and products.
- C.3.2.17 Provide support for research and development of new satellite products and application methods to improve and expand the use of satellite data for global and regional environmental monitoring, prediction and assessments.
- C.3.2.18 Provide scientific and technical support for the development, evaluation and implementation of new algorithms from current and future NOAA and international partners' geostationary and polar-orbiting satellites, and support the development and implementation of systems to process them through to climate-quality products.
- C.3.2.19 Provide scientific and technical support for the development and implementation of NOAA programs involving ocean remote sensing using satellites, manned aircraft and unmanned aerial vehicles, provide technical support for the development and management of remote sensing data on the world's oceans and create satellite-based products, tools and interpretative guidance that meet user needs for oceans and coastal zone information.
- C.3.2.20 Provide scientific and technical support for the collection and analysis of *in situ* observations through direct field observation, installation and collection of logged and telemetered sensors and collation of data from NOAA, domestic and international partners to support environmental information needs in the world's oceans, and use these alone or in combination with remotely-sensed data to create products, tools and interpretive guidance that meet user needs for oceans and coastal zone information.
- C.3.2.21 Provide scientific support for the development and operation of oceanographic and hydrodynamic models for use alone or in combination with *in situ* and remotely-sensed data to create products, tools and interpretive guidance that meet user needs for oceans and coastal zone information.
- C.3.2.22 Provide support for field experiments related to Cal/Val of ground and space-borne instrumentation and science algorithms as well as the analysis, application

and documentation of the results.

- C.3.2.23 Provide scientific and technical support on the use of satellites and satellite data to improve analysis, forecasts and warnings for global, regional and mesoscale events; support development of advanced products and production capabilities from new or existing environmental satellite systems and data for weather forecasting and monitoring of the earth-ocean-atmosphere system.
- C.3.2.24 Provide support for development of methods to collect data from NOAA developmental and operational data streams, including from National Centers for Environmental Prediction (NCEP) numerical forecast models, operational satellites, derived satellite products and ground and other *in situ* observing systems, and develop and provide model-based products, and merged quality documented research data sets to the science community.
- C.3.2.25 Provide design and testing support of new science algorithms, data processing and analysis systems and interfaces that enable greater interaction among scientists and facilitate development of optimized multi-source blended products, data fusion and big data analytics that incorporate various multi-spectral, multi-platform satellite, *in situ* and model data.
- C.3.2.26 Provide development and application support of inter-satellite relative and absolute calibration of level 1 data, production of satellite data sets and calibration tables as well as documentation and support for the Global Space-based Inter Calibration System.
- C.3.2.27 Provide development and implementation support of systems for post-launch calibration of remotely sensed measurements across the spectrum (visible, infrared and passive/active microwave sensors) using calibration and validation techniques based on observations of land surface targets, the lunar surface, deep convective clouds and information from ocean buoys, shipboard measurements, land stations, aircraft observations, simultaneous nadir overpass and simultaneous conical overpass methods and from inter-comparisons of different spacecraft instruments.
- C.3.2.28 Provide development, test, operation and enhancement support of the NOAA satellite integrated and cross platform calibration and validation system for characterizing and trending instrument performance by using pre-launch thermal vacuum test data and post-launch in-orbit measurements.
- C.3.2.29 Provide support for the space sensor simulator including support for development of advanced forward radiance models for passive and active sensor simulations.
- C.3.2.30 Assist in the preparation of documentation requirements for contract technical packages.

- C.3.2.31 Provide support for system and software integration and the establishment of standards for software data formats that support the transition from research to operations and maintenance. Provide support to enable cost effective development of software resources and to provide reliable delivery and algorithm stewardship.
- C.3.2.32 Provide support for visualization, education and outreach to improve the use of satellite observations. This includes support for training and education for users to enable them to understand and use the data effectively for forecasts, research and climate studies along with the development of training materials, data sets, websites, and satellite analysis tools. It also includes support for education, community and outreach activities for NESDIS, including development of visualizations (visual media that shows changes with time or highlights specific points through animation) for newsworthy scientific results to heighten public awareness.
- C.3.2.33 Provide supporting science and services for sensor science and technology applications to conduct research on operational and planned satellite observing systems by conducting cross cutting programs including planning new satellite instruments, algorithm research and design, calibration activities, validation monitoring of operational and planned satellite instruments, instrument anomaly investigations and developing and analyzing long-term satellite data sets for studying and assessing climate change.
- C.3.2.34 Provide supporting science and services for assimilation science and technology applications to accelerate and improve the quantitative use of research and operational satellite data in weather and climate analysis and prediction models. This includes support for a suite of operational models to meet current needs as well as a research and development program for improved performance and new capabilities for future generations of environmental models and geophysical products.
- C.3.2.35 Provide scientific support of research-to-operations algorithm and software development and maintenance, software and algorithm life-cycle replacement, software and product validation, operational implementation of display and product-production software, application demonstrations, documentation of scientific algorithms and applications and routine user interaction in support of systems for near-real-time imagery and derived-product distribution and application.
- C.3.2.36 Provide support for transition of satellite missions to operations, including preparations for, and execution of, satellite handover and transition of ground systems to operations.

C.3.3 Data Collection and Surveys

The Contractor shall provide support for data collection and conducting surveys. These services will support NOAA program managers in evaluating and employing state-of-the-art-data collection technologies. Surveys may require contractors to identify and apply the appropriate evaluation methodologies and research designs needed for a specified scientific research project. The Contractor shall be required to support data analysis and develop final reports of results and recommendations. Additionally, collection may require the ability to access databases from appropriate sources, construct databases, and consult with other experts as required.

C.3.4 Program and Project Management

The Contractor shall provide program and project management support services to assist in program execution, program control, program assessment, program improvement and program measurement. This support may be required at any point in the full lifecycle of a program from system requirements definition through operations and maintenance. Services may also include assisting in development of assessments, reports and plans, providing logistics support and technical training and conducting independent reviews and education and outreach activities. Program and project management services may include, but are not limited to, the following:

- C.3.4.1 Provide support to develop scientific assessments and information products to enhance public education and guide governmental action.
- C.3.4.2 Provide support to develop and analyze NOAA's integrated observation architecture consisting of blueprints, standards, processes and investments needed to build an integrated observational capability that delivers higher-value data and products to end-users.
- C.3.4.3 Provide support to develop and analyze NOAA's integrated environmental data management architecture that consists of the blueprint, standards, processes, and investments needed to build an integrated environmental data management capability that delivers higher-value data and products to end-users.
- C.3.4.4 Provide support to perform system engineering and operations and logistics management planning to describe the generic life cycle roadmap and milestones of the key systems engineering and operations and logistics activities to be accomplished.
- C.3.4.5 Provide assistance developing program baselines for performance, schedule and cost, including review and evaluation of relevant contractor data deliverables.
- C.3.4.6 Provide assistance creating procedures for, and in developing work breakdown structures, and planning and defining systems.

- C.3.4.7 Provide assistance to the performance of various risk assessments, system utility analyses, cost/risk analyses and formal risk management processes including risk management planning, risk mitigation and risk tracking and reporting.
- C.3.4.8 Provide Earned Value Management data analysis support for assigned programs and projects.
- C.3.4.9 Provide assistance developing and maintaining Program and Project Plans and System Engineering Management Plans to describe the generic life cycle roadmap of the key systems engineering activities to be accomplished by phase and to identify the organization that will be responsible for their accomplishment.
- C.3.4.10 Provide assistance developing Test and Evaluation Master Plans and Validation and Verification Plans.
- C.3.4.11 Provide support to systems requirements analysis, documentation, traceability, criticality, validation and management activities, configuration and change management activities and system architecture development activities.
- C.3.4.12 Provide assistance formulating program budgets, and financial and cost estimating activities required for program execution.
- C.3.4.13 Provide support to maintain and manage NOAA's observing and data/information management systems requirements and their corresponding databases.
- C.3.4.14 Provide technical support to plan and execute technology transition.
- C.3.4.15 Provide support and participate in independent program assessments and program reviews.
- C.3.4.16 Provide development and maintenance of long and short-range planning, including time lines and budget estimates.
- C.3.4.17 Provide management support to NESDIS offices and programs, including all administrative duties.
- C.3.4.18 Provide technical, analytical and scientific support, including leading or participating in NOAA meetings, project gate reviews and planning work sessions.
- C.3.4.19 Provide programs and projects with assistance in executing their allocated requirements traceable to the NESDIS Strategic Plan(s) by identifying required activities and transitioning them into tactical operations that guide the Government in conducting engineering analysis and acquisition activities for

major systems.

- C.3.4.20 Provide development and implementation procedures to formulate of contract technical requirements packages and assist in technical documentation to guide each program's prime System Contractors in meeting the Government's requirements.
- C.3.4.21 Support the Government in evaluating and selecting system verification and validation guidelines applicable to Government programs. Contractor verification efforts, may include assisting the Government to ensure justification, derivation, traceability and complete allocation of requirements for systems.
- C.3.4.22 The Contractor shall provide the following support for NESDIS Satellite Programs
- C.3.4.22.1 Provide facilitation support for the conduct of independent reviews of NESDIS satellite programs by independent review teams. Scope of reviews may include review and assessment of planning, implementation and execution activities and status including: 1) organizational and management approach, including NOAA and NASA oversight; 2) availability of resources; 3) budget; 4) schedule; 5) technical approach; 6) technology readiness; and 7) risk identification and management. Specific scope and criteria for reviews will be provided by the Government.
- C.3.4.22.2 Provide support to the Government's Flight, Ground, and Program test & evaluation and validation and verification (V&V) efforts, including test engineering support in defining a Program V&V plan, the Program Cal/Val Plan, and other Project V&V documents.
- C.3.4.22.3 Provide engineering support to Ground Segment projects, including the antenna system encompassing technical management, schedule, architecture concept, requirements definition and verification.
- C.3.4.22.4 Provide Flight Segment integration and test support in the systems engineering, integration, and testing of the spacecraft bus and instruments.
- C.3.4.22.5 Provide Operation elements, and technical and functional support for the management, analysis, design, integration, testing, deployment, operations and maintenance of planned Mission Operations.
- C.3.4.23 Provide assistance meeting instrument functional and performance goals in accordance with Government procedures for instrument data processing algorithms and instrument performance from raw measurement to level 1b product data.

- C.3.4.24 Provide Flight and Ground Programs technical and instrument teams to support NESDIS satellite systems. Provide technical support to the design, implementation, and evaluation of all phases of mission solutions for NESDIS satellite systems.
- C.3.4.25 Provide support to Government in fulfilling program property management responsibilities.
- C.3.4.26 Provide management analyst support to NESDIS programs and offices including, but not limited to, drafting of communications for diverse audiences, including technical presentations and background papers, talking points, and briefing papers, drafting analyses and assessments relating to internal process and quality improvements, performing business management support functions such as strategic and business planning, change management, business process re-engineering, performance measurement, training development, schedule and resource tracking and requirements and action item administration.
- C.3.4.27 Provide preparation, processing, tracking and maintenance of documentation for procurements and grants and agreements.

C.4 OCEAN SERVICES DOMAIN

The primary clients of this Domain will be the offices of the National Ocean Service (NOS). The NOS' mission is to provide science-based solutions through collaborative partnerships with industry to address evolving economic, environmental, and social pressures on our ocean and coasts. NOS has identified three priorities that reflect the primary statutory and mission drivers and reflect NOAA's commitment to navigation services, coastal research and observations, emergency response, and place-based conservation programs. Other NOAA offices may also use the contracts included within this Domain if their requirements are covered herein.

Coastal resilience: preparedness, response, and recovery. From oil spills and vessel groundings to hurricanes and marine debris, NOS provides world-class science and services in support of resilient and healthy coastal communities, economies, and ecosystems. In light of increasing threats to our coasts, coastal resiliency has become a national priority. NOS supports and informs improved decision making and end-to-end coastal preparedness, response, recovery, and resiliency.

Coastal intelligence. Whether it is the nation's nautical charts, environmental monitoring and assessment, or socioeconomic tools, NOS and their industry partners are committed to integrating science and services to provide actionable information. The goal is to increase ocean and coastal 'intelligence' and thereby improve the ability of public and private decision makers to make informed choices.

Place-based conservation. Conserving coastal places provides economic benefits to local communities. These communities rely on dollars spent on activities such as recreation and tourism. NOS works to conserve marine areas and preserve the economic benefits of these special places to local communities through its coastal management and place-based conservation programs. These include Coastal Zone Management, the Coastal and Estuarine Land Conservation Program, the National Estuarine Research Reserve System, National Marine Sanctuaries, and the Coral Reef Conservation Program. See the NOS website <http://oceanservice.noaa.gov/> for more information on NOS programs.

To support NOS, the Contractor shall provide the full range of program management, professional scientists, technical experts, consultants, and administrative support to provide professional and technical services on a timely basis in the broad areas described below and as specified by each individual task order. The services provided under ProTech will support NOS worldwide. The Contractor shall furnish the professional and technical support services in areas defined below including all necessary personnel, materials, equipment, facilities, travel, and may include other services required to satisfy Task Orders requirements.

C.4.1 Studies, Analyses, and Reports

The Contractor shall conduct studies, numerical modeling, assessments, analyses, and reporting, which focus on current and future programs in an effort to understand outcomes, define issues, or highlight problems and areas for improvement. Program studies and analyses will involve

developing, evaluating, analyzing, and reviewing coastal and oceans programs and policies that develop strategies and contribute to the state-of-the-science assessments of the climate. The Contractor will assist the Government in conducting special studies that specifically require a resource that has a set of conflict-free business practices and has no proprietary interest in any particular solution. The program studies, analyses, and reports will identify and promote the use of best practices in coastal and ocean habitat planning and may be used to inform program modification and redesign. The Contractor shall develop new analytical and quantitative tools, analyze data, and develop a final report of results and recommendations. Program studies, analyses and reports may include, but are not limited to, the following:

- C.4.1.1 Provide collection of coastal and ocean data and information products and perform time series, harmonic, spectral, and other statistical analyses of field data and model-generated data.
- C.4.1.2 Perform 24x7 real-time monitoring and quality control of oceanographic, navigation, and meteorological data collected by sensors deployed in the field to ensure the availability, accuracy, and quality of tide, water level, current and other marine environmental information.
- C.4.1.3 Provide support to investigate and report data problems (inconsistent or questionable readings, changes in sensor status, etc.) utilizing appropriate oceanographic principles, such as inter-comparisons (neighbor checks, observations vs. predictions, etc.).
- C.4.1.4 Provide support to collect, analyze, evaluate, correct, and spectrally combine terrestrial, marine, airborne, and satellite gravity data and support creation of a geoid for use in geodetic control and modeling. Support publishing terrestrial and airborne gravity data for use in geodetic control and modeling.
- C.4.1.5 Provide scientific support to analyze satellite data in support of Coastal and Ocean programs.
- C.4.1.6 Provide data entry, manipulation, verification, quality control, and evaluation of oceanographic, meteorological data, and nautical charting systems.
- C.4.1.7 Process, analyze, control quality, and disseminate data (to include sensitive or classified data) and derived products from oceanographic, navigation and nautical charting systems, and meteorological data collected by sensors deployed in the field or space; develop and support routine state-of-the-science assessments of the climate system for informed decision-making; and provide archeology support to coastal and ocean programs.
- C.4.1.8 Analyze and report on deficiencies in operational systems, evaluate system enhancements, and provide insight into new sensor behavior.

C.4.1.9 Provide scientific support to archeology programs in support of Coastal and Ocean programs.

C.4.1.10 Provide scientific expertise support in of ocean science, biology, physical science, science policy, science project management, and natural resource management disciplines.

C.4.2 Applied Research, Development, Engineering, and Operations

The Contractor shall provide scientific and engineering expertise to conduct applied research, development, engineering, consulting, and operations to support oceanic and atmospheric research for program managers and policymakers in developing state-of-the-science models, selecting new technologies for development, and determining if further program performance information is needed. The Contractor shall identify and apply appropriate methodologies and research designs needed to test particular technologies or answer a specific research question. The Contractor shall analyze data and develop a final report of results and recommendations. Applied research, development, engineering, consulting, and operations support may include, but are not limited to, the following:

C.4.2.1 Provide oceanic and atmospheric research support delineating regional ecosystems, promote partnerships at the ecosystem level, and implement cooperative strategies to improve regional ecosystem health to include diving operations.

C.4.2.2 Provide modeling and analysis, research and development, experiments, data management, findings and interpretive products, coastal ocean assessments and reports, ocean observing, perform technical feasibility studies for Coastal and Ocean programs, and enhance partner development and system engineering to advance integration across participating federal agencies and the Integrated Ocean Observing System (IOOS) Regional Associations.

C.4.2.3 Provide support for field operations of Remote Operation Vehicles, drop camera, benthic grabs or other technology to characterize the seafloor and associated biota.

C.4.2.4 Provide scientific support for development and evaluation of new simulation and predictive models to predict species habitat utilization patterns and the advancement of understanding of ecosystems.

C.4.2.5 Provide advanced technology monitoring and observing systems to expand and enhance the capabilities, such as weather and oceanographic observations, ice forecasts and newscasts, geodetic, hydrographic and topographic surveys, to provide accurate, up-to-date information.

- C.4.2.6 Provide system-wide vessel planning and use management (including ship time allocations); assistance on new vessel construction and acquisition; maintain a vessel inventory and database; develop safe-operation guidelines and operation manuals; vessel maintenance, repair, and services; day-to-day vessel operation in near-shore and offshore waters.
- C.4.2.7 Provide vessel support, transportation services and small boats operations related to special science and exploratory expeditions, data collection and ecosystem monitoring in the coastal ocean for all field office operations and on-the-water operations to meet mission requirements.
- C.4.2.8 Provide installation and maintenance of mooring buoys, boundary markers, instrument moorings, and instrumentation packages; technical support to the buoy team in preparation, field deployment, field maintenance and retrieval of ReCon System components; transfer ReCon data and integrate real-time sensor data into web displays; technical support to the engineering design process based on field and lab data analysis; and conduct sensor interoperability testing comparing ease of integration of existing software to interoperability software.
- C.4.2.9 Provide Geographic Information System (GIS) support for coastal and ocean resource management and navigation and nautical charting systems.
- C.4.2.10 Provide technical and analytical services for remote sensing support for coastal and ocean resource management and navigation.
- C.4.2.11 Provide programmatic and technical support for marine debris projects and research for oceans and coastal hazards.

C.4.3 Field Sampling, Data Collecting, and Surveys

The Contractor shall conduct field sampling, data collection, and surveys. These services will support program managers in evaluating and employing state-of-the-art-data collection technologies and determine if further sampling and collection is required. Surveys may require Contractors to identify and apply appropriate evaluation methodologies and research designs needed for a particular program or answer a specific research question. The Contractor shall analyze data and develop final reports of results and recommendations. Additionally, collection may require accessing databases from appropriate sources, constructing databases, and consulting with other experts as required. Field sampling, data collecting, and surveys may include, but are not limited to, the following:

- C.4.3.1 Provide or assist in the design, installation, and maintenance of field data collection and field condition monitoring platforms and programs and the collection of field data in support of Coastal and Oceans programs, which may include, but is not limited to, diving and environmental monitoring.

- C.4.3.2 Provide and assist in the design and implementation of coastal and ocean-related social science tools and methods, including, but not limited to, surveys, interviews, and focus groups. Analyze (using both quantitative and qualitative methods) and report socio-economic data that results from coastal and ocean social science based inquiries.
- C.4.3.3 Provide analytical and operational services to collect, process, and document full-scale coastal and ocean data. Data will be included as part literature to be published in scientific journals..
- C.4.3.4 Collect, develop, integrate, map, and analyze Geospatial data for use in coastal and ocean resource management and navigation and nautical charting systems, as well as update and maintain geodetic models and classification of shoreline elements.
- C.4.3.5 Collect biological and physical samples for chemical characterization and histopathological analysis.

C.4.4 Consulting and Program and Project Management

The Contractor shall provide consulting, program and project management services to assist in program execution, improvements and measurements. Services may include redesigning and improving the quality of the performance measurement process, performance data, and the system and method by which data are collected. Activities may include collection and analysis of program data; field observation reports; advice concerning improvement of agency measurement systems, disseminating these methods to other government agencies and interested organizations; developing assessments, reports, and plans, logistics support, technical training, conducting independent reviews and education and outreach activities. The consulting, and program and project management services may include, but are not limited to, the following:

- C.4.4.1 Provide strategic planning, policy development, project programming, congressional affairs, and budgeting system support to designated programs.
- C.4.4.2 Provide support to planning, developing, and implementing Government quality assurance programs and/or Quality Management Systems. Develop strategies for improving the quality of climate observations, analyses, interpretation, and archiving. Provide quality assurance support for acquiring, describing, and maintaining archived coastal and ocean data and data products, metadata, and related information. Provide or assist in climate observations, analyses, interpretation, and archiving to improve the existing products.
- C.4.4.3 Provide assistance developing and coordinating NOAA's homeland security-related plans, programs, and policies to enhance NOAA-wide program response, risk management, continuity of operations, and other contingency planning and program infrastructure.

- C.4.4.4 Provide evaluation, analysis and review of Coastal and Oceans programs, management policies and guidance, technical assistance, review and comment for ongoing or planned environmental assessments National Environmental Policy Act (NEPA).
- C.4.4.5 Develop instructions, guides, procedures, and processes for operating, maintaining, and configuring oceanographic, navigation and nautical charting systems, and meteorological systems.
- C.4.4.6 Develop, test, implement, and quality control of processes and procedures for collecting coastal and ocean data.
- C.4.4.7 Support document development for requirements, business analysis, and design specifications for oceanographic, navigation, and meteorological systems.
- C.4.4.8 Provide administrative and technical support to the formulation and management of multi-year budgets, development of budget strategies, collection and analysis of financial data, cost collection and estimating, and developing spend plans, cost tracking and reporting systems. Support the development and maintenance of software for the operation of budget formulation databases and for producing tracking and reports.
- C.4.4.9 Provide financial services support to NOAA programs including but not limited to Interagency Agreements, grants, and other federal funding opportunities.
- C.4.4.10 Provide support to the Government in coordinating facility access and security requirements.
- C.4.4.11 Provide communication, external requests for information, and outreach projects support including document development, editing and graphic art services. Services may include design, layout, word processing, copy-editing and photocopying of reports, materials, brochures, or other printed or electronic materials. Graphic services, including graphic artists, preparation of graphs based on the analysis of technical data and in the preparation of flyers, posters, pamphlets, covers, logos, promotional materials, and end-to-end video services.
- C.4.4.12 Provide programmatic and financial technical assistance to place-based Coastal and Oceans programs.
- C.4.4.13 Develop economic guidelines and standards, and points of view used in forecasting trends and formulating economic policy. Formulate recommendations, policies, or plans to address economic problems or to interpret relevant markets.

C.4.5 Capacity Building

The Contractor shall provide products and services to support enhancing external coastal audiences' knowledge and skills.

- C.4.5.1 Provide technical training for coastal professional audiences, including instructional design and materials to incorporate adult learning theory and technologies.
- C.4.5.2 Provide education information focused on ocean and estuarine literacy for K-12, community members, and teacher audiences, including learning networks, and instructional design to incorporate educational and instructional theory and technologies.
- C.4.5.3 Provide technical assistance to address coastal and ocean management issues, providing support on products and services and working directly with local communities.
- C.4.5.4 Provide logistical and programmatic support for designing and delivering collaborative processes and facilitation support.
- C.4.5.5 Develop, implement and coordinate NOAA fellowship programs.

C.5 FISHERIES DOMAIN

The primary clients of this Domain will be the offices of NOAA's National Marine Fisheries Service (NMFS). Other NOAA offices may also use this Domain if their requirements are covered herein.

The NMFS is responsible for management, conservation, recovery, and protection of living marine resources within the U.S. Exclusive Economic Zone. NMFS also plays a supportive and advisory role in managing living marine resources in coastal areas under state jurisdiction provides scientific and policy leadership in the international arena, and implements international conservation and management measures as appropriate.

NMFS' mission goal is to optimize the benefits of living marine resources to the nation through sound science and management. This requires a balancing of multiple public needs and interests in the sustainable benefits and use of living marine resources, without compromising the long-term biological integrity of coastal and marine ecosystems.

Many factors, both natural and human-related, affect the status of fish stocks, protected species, and ecosystems. Although these factors cannot all be controlled, available scientific and management tools enable the agency to have a strong influence on many of them. Maintaining and improving the health and productivity of these marine resources is the heart of our stewardship mission. NMFS objectives are to maintain and enhance current and future opportunities for the sustainable use of living marine resources as well as the health and biodiversity of their ecosystems. To that end, NMFS programs span a broad range of subjects, including fisheries management, protected species, and habitat conservation.

Much of the work done by NMFS is mandated by U.S. legislative acts, such as Magnuson-Stevens Fishery Conservation and Management Reauthorization; Marine Mammal Protection; Endangered Species; International Dolphin Conservation Protection; Antarctic Marine Living Resources Convention; National Environmental Policy; Clean Water; Oil Pollution; and Comprehensive Environmental Response, Compensation and Liability. NMFS research provides scientific advice in support of the Regional Fishery Management Councils and in support of many international fisheries councils, commissions and conventions (e.g., the Western and Central Pacific Fisheries Management Council, International Scientific Committee for Tuna and Tuna-like Species, International Commission for the Conservation of Atlantic Tunas, Inter-American Tropical Tuna Commission, International Whaling Commission, and Convention for the Conservation of Antarctic Marine Living Resources).

NMFS work is conducted in our headquarters offices in Silver Spring, Maryland, as well as in five regional offices, six science centers, and associated field offices and laboratories. NMFS conducts research at study sites within the U.S., all U.S. territories and its possessions, high seas and international locations. Additional information about NMFS is available on our website (www.nmfs.noaa.gov).

To support NMFS, the Contractor shall provide a network of professional scientists, technical experts, and consultants to provide services in the areas described below and as specified by each individual task order.

C.5.1 Studies, Analyses and Reports

The Contractor shall conduct studies, evaluations, reviews, and develop reports which focus on current and future NMFS programs in an effort to understand outcomes, define issues, or highlight problems and areas for improvement. The Contractor shall analyze data using statistics, modeling, simulation, and other appropriate quantitative techniques, develop analytical tools, and provide reports of results and recommendations. Program studies, analyses and reports services may include, but are not limited to, the following:

- C.5.1.1 Provide literature searches and reviews; compile and catalog background material; and prepare analyses, summaries and bibliographies.
- C.5.1.2 Provide support for data calibration, conversion, coding and validation; data and image analysis and synthesis; data quality assurance and control; and data stewardship and dissemination capabilities.
- C.5.1.3 Assist with reviewing, documenting, analyzing and developing management policies, strategic plans, operational procedures, regulations, permits, and performing feasibility studies and peer reviews.
- C.5.1.4 Provide requirements analyses, tradeoff analyses, and gap analyses for NOAA Programs.
- C.5.1.5 Develop or use existing charts, aerial photographs, satellite imagery, and maps for studies; provide analysis utilizing photogrammetric, cartographic, image analysis, and other advanced techniques.
- C.5.1.6 Design, exercise, test and use computer models utilizing simulation, emulation, and numerical and statistical analysis.
- C.5.1.7 Design, code, test, debug and use computer programs and archival services for scientific and management projects (e.g., libraries, metadata, records management, data collection forms, and databases).
- C.5.1.8 Prepare specialized scientific illustrations (such as drawings of developmental stages of aquatic species, drawings of scientific equipment, research platforms, and field camps, diagrams of relationships among species or of species to habitats, cross sectional and other specialized views of anatomy, biological systems, and conceptual visualizations).

- C.5.1.9 Provide pre-publication services such as drafting, editing and, reviewing.
- C.5.1.10 Provide scientific and technical support (e.g. present research results) for scientific meetings, working groups, advisory groups or panels, public hearings, and conferences.
- C.5.1.11 Provide geographic information system (GIS) support for resource management including, but not limited to, performing GIS analyses.

C.5.2 Applied Research, Engineering, Consulting, and Operations

The Contractor shall provide scientific and engineering expertise to conduct applied research, development, engineering, consulting, and operations services for NMFS programs. The Contractor shall provide support to program managers and policymakers in developing state-of-the-science models, selecting advanced technologies for development (e.g., unmanned platforms), and determining if further program performance information is needed. The Contractor shall identify and apply appropriate methodologies and research designs needed to test particular technologies or answer a specific research question. Tasks may pertain (but are not limited) to structural, electrical, electronic, or mechanical components, systems or scientific equipment. The Contractor shall analyze data and develop a final report of results and recommendations. Applied research, development, engineering, consulting, and operations services may include, but are not limited to, the following.

- C.5.2.1 Provide technician and engineering consulting services (e.g., fish passage, hydrology, advanced survey technology, marine instrumentation) to include developing, manufacturing, and reviewing designs, drawings and schematics.
- C.5.2.2 Conduct environmental safety management (e.g., ISO 14001), laboratory waste handling (hazardous, biomedical, non-hazardous), assessment, and remediation as needed.
- C.5.2.3 Provide on-site shipyard engineering services and support engineering design development to include, but is not limited to, coordinating fleet introduction, final mission trials, and post shakedown vessel corrections.
- C.5.2.4 Design and test gear for bycatch and depredation mitigation, and survey sampling (e.g., turtle excluder devices, bycatch reduction devices, electronic data collection, and trawl fabrication).
- C.5.2.5 Provide services in support of operations and maintenance of NOAA small boats to include, but is not limited to, cleaning, overhauling and repairing engines; hull repair; parts support (inventory for spare parts, providing specifications for parts

needs and performing parts replacements/installations); testing on land and in water as needed; conducting small boat operations for field programs.

C.5.2.6 Develop, test and implement use of electronic monitoring technologies (e.g., video cameras and sensors) to document catch, bycatch, and discards; includes, but not limited to, installing and maintaining camera equipment, data storage and retrieval, instruction documentation, and processing and analyzing data.

C.5.2.7 Provide technical services in support of operations and maintenance activities for aquatic species holding facilities (e.g., tanks, pools, raceways, aquaria and other enclosures) and related water treatment operations for recirculating, flow-through systems or other holding systems.

C.5.3 Field Sampling, Data Collection and Surveys

The Contractor shall conduct field sampling, data collection, and surveys. These services support program managers in evaluating and employing state-of-the-art data collection technologies and determine if further sampling and collection is required. The Contractor shall identify and apply appropriate evaluation methodologies and research designs needed for a particular program or to answer a specific research question. The Contractor shall analyze data and develop final reports of results and recommendations. Additionally, collection may require accessing databases from various sources, constructing databases, and consulting with other experts. Support services may be needed for a broad range of studies including (but not limited to) oceanographic, meteorological, biological, and terrestrial systems, and may require 24x7 real-time monitoring and extended deployments to remote locations. Field sampling, data collecting, and survey services may include, but are not limited to, the following.

C.5.3.1 Provide support services for animal husbandry (e.g., aquaria) and respond to stranding events (e.g., marine mammals and sea turtles), molecular, biological or physiological experiments, measurements, analyses, tests or evaluations.

C.5.3.2 Provide marine, freshwater and terrestrial surveying services (e.g., seagoing, aerial, SCUBA) to include, but is not limited to, developing, fabricating, deploying, testing, maintaining and retrieving gear and equipment; *in situ* observation, and capturing, handling, instrumentation of and release of target species.

C.5.3.3 Provide remote sensing operational readiness by collecting/retrieving, downloading, and processing satellite, acoustic, and oceanographic data in support of NMFS projects.

C.5.3.4 Provide support for field and laboratory studies, such as design and complete experiments; collect, preserve, curate and process biological/chemical samples (e.g., genetics, fatty acids/lipids, endocrinology, hematology); conduct data analysis, reduction, and requisite quality assurance and control (e.g., accreditation

standards, confidentiality, chain of custody); and documentation (e.g., instructions, process and analysis, results, summaries).

C.5.3.5 Conduct data collection (e.g. observation, survey, interview, focus groups), biological sampling, and complete economic and social science analyses on fishing industries and other stakeholders.

C.5.3.6 Provide veterinary services including direct interaction (e.g. capture, sample collection, surgery, and necropsy) with wild animals; draft/review/revise permits and procedural documents (e.g. handling, gear use, and formulary); participate in Animal Welfare Act activities; and publish findings and papers on health and disease aspects of animals.

C.5.4 Consulting, Program and Project Management

The Contractor shall provide consulting, program and project management services to assist in program execution, improvements and measurements. Services shall include redesigning and improving the quality of the performance measurement process, performance data, and the system and method by which the data are collected. Activities shall include collection and analysis of program data, field observation reports, advice concerning improving agency measurement systems, and dissemination of these methods to other government agencies and interested organizations. The consulting, program and project management services may include, but are not limited to, the following:

C.5.4.1 Develop or assist in developing natural resource damage assessments, prevention, response/control, mitigation, and monitoring of restoration plans.

C.5.4.2 Provide planning and logistics support for meetings, conferences, working groups, and hearings including, but is not limited to, coordinating locations, participants, rapporteurs, exhibits, agendas, presentations and briefing materials, accommodations, speakers, travel, multimedia requirements and facilitation services.

C.5.4.3 Design, develop, evaluate, measure, and deliver training and workshops for fisheries programs such as project management, NEPA, GIS, and professional development opportunities.

C.5.4.4 Develop options and propose recommendations to management on complex and contentious statutory and regulatory issues at the national and international level.

C.5.4.5 Provide services to respond to and track external requests for information.

C.5.4.6 Provide collection, organization, review of information, and recommendations relating to NMFS projects and programs.

- C.5.4.7 Provide support for strategic planning, policy development, project and program planning, congressional affairs, budget planning, performance measurements, and administrative policies and procedures for NMFS programs.
- C.5.4.8 Provide support for financial assistance services including, but not limited to, interagency agreements, grants, and other federal funding opportunities.
- C.5.4.9 Provide education and outreach support to include design and graphics services, writing content, and developing materials for written (e.g., posters, brochures, infographics) and multi-media dissemination platforms.
- C.5.4.10 Coordinate with tribal and non-governmental entities on NMFS activities.
- C.5.4.11 Compile data and perform complex economic, statistical and forecast analyses utilizing a variety of statistical and optimization techniques on primary and secondary data sources.
- C.5.4.12 Develop economic guidelines and standards, and prepare points of view used in forecasting trends and formulating economic policy; and formulate recommendations, policies, or plans to address economic problems or to interpret markets.
- C.5.4.13 Assess social and cultural impacts of considered alternatives of federal regulatory fishery management actions on fleets and the affected social and cultural environment.

C.6 WEATHER DOMAIN

The National Weather Service (NWS) mission is to provide weather, water, and climate data, forecasts and warnings for the protection of life and property and enhancement of the national economy. The mission and objectives of this Domain are related to supporting existing, updating, and planning hydro-meteorological and communications in support of the NWS mission and strategic plan. The headquarters of the NWS is located in Silver Spring, Maryland, with regional headquarters located in Kansas City, Missouri; Bohemia, New York; Fort Worth, Texas; Salt Lake City, Utah; Anchorage, Alaska; and Honolulu, Hawaii. Additional information on the NWS is available at <http://www.weather.gov/>. Other NOAA offices may also use this Domain if their requirements are covered herein. Support activities under this Domain may include, but is not limited to, the following.

C.6.1 Systems Engineering and Technical Support Services

The Contractor shall provide engineering, technical, and analytical services, strategic systems' upgrade, evolution, and replacement planning; requirements analysis, validation, coordination, and definition; algorithm development to support product improvement; quality control; field coordination; metadata collection and analysis; and interagency coordination, assessment, and management and resolution of operational issues in support of all NWS observable, dissemination programs and other major systems. The Contractor may provide systems engineering and technical support services to include, but not be limited to the following:

- C.6.1.1 Provide engineering, technical, and testing support developing, operating, and sustaining NOAA's meteorological, climatological, monitoring, and reporting equipment, systems, and subsystems.
- C.6.1.2 Provide systems deployment support for engineering and technical studies, generating and presenting technical reports and providing expert-level consultation.
- C.6.1.3 Provide engineering and technical services supporting radio-frequency (RF) spectrum management supporting NOAA and U.S. Delegation positions participating in domestic and international meetings, conferences, formal, and *ad hoc* working groups.
- C.6.1.4 Provide formal, written technical and strategic analyses and technical reviews of white papers, reports and presentations; and conduct associated RF measurements and studies on RF propagation, RF interference, and spectrum sharing for NOAA communications and sounding systems.
- C.6.1.5 Provide engineering technical support via coordination and demonstrating small-scale technology demonstrations for proof-of-concepts, as part of requirements gathering, vetting and validation processes.

- C.6.1.6 Perform communications systems engineering, including capacity projections and transmission engineering for telecommunications circuits. Provide engineering and technical services to support managing telecommunications internet, and satellite communications services.
- C.6.1.7 Develop, maintain, expand, and enhance a roadmap for evolving all NWS dissemination systems to adopt coherent system architecture.
- C.6.1.8 Provide engineering and technical services coordinate maintenance actions for fielded systems; engineering assessments; analysis; and investigations of system performance for meteorological, hydrological, and data systems.
- C.6.1.9 Provide engineering and technical services to perform design, development, testing, life-cycle engineering, and sustainment for engineering changes due to obsolescence or new system/equipment requirements for NOAA operational systems.
- C.6.1.10 Provide engineering and technical services to support NOAA meteorological systems' field coordination; engineering assessments; analyses and investigations of system performance; creation, deployment logistics and installation of new systems and existing system field modifications; preparing maintenance and modification notes; and integrated logistics support planning analysis of current and future systems.
- C.6.1.11 Provide systems engineering and technical support services, including subject matter expertise, for IT architecture and systems engineering to advance and realize emerging NWS-wide data, display and process requirements to include networks, servers, workstations, high performance computers, software and security.
- C.6.1.12 Provide engineering technical expertise to modernize software architectures, software development and governance models, and provide guidance as appropriate, including maintaining awareness of advances in agile development, providing analysis and recommendations related to ongoing development, implementation alternatives, and best practices, and establish methods to facilitate enhanced communication, cooperation, flexibility, and discipline among the development organizations (internal and external).
- C.6.1.13 Provide software engineering and technical support for geographic information system (GIS) integration with web services.
- C.6.1.14 Provide software engineering and technical support in developing and implementing new mapping system solutions utilizing geospatial data for Dissemination Systems.

- C.6.1.15 Provide support services to develop unit tests and assist with software testing to ensure integration of GIS visualization and data processing features on a variety of platforms.

C.6.2 Engineering Logistics Support

The Contractor shall provide engineering logistics support for all NWS observable, dissemination programs and other major systems to maintain and improve operational management. The Contractor may provide engineering logistics support services to include, but is not limited to the following:

- C.6.2.1 Provide engineering and technical and integrated logistics support to develop and interpret national policies, procedures, and technical reports of current and planned NOAA meteorological systems; design, sustainment and maintenance of Consolidated Logistics System and other database-oriented systems for logistical support management; evaluate supply support provisioning requirements for new and existing systems; develop requirements for and management of supply stock levels; and budget account management and reporting of expenditures.
- C.6.2.2 Provide depot level repair, overhaul, and quality assurance of new and reconditioned parts shipping to worldwide field organizations; install depot level modifications; technical obsolescence and associated risk assessment management; and logistical tracking of new replacement and repair parts inventory.
- C.6.2.3 Provide warehouse operations to manage inventory and logistics of supply support stock, including stock item movement, location, storage, shipment, and replenishment.
- C.6.2.4 Provide facilities engineering; design, land and building acquisition and lease management; construction planning; construction monitoring; and install, testing, and operating facilities equipment and performance-monitoring systems.

C.6.3 Scientific Support Services

Provide scientific and technical support services to NWS science-based operations, including, the National Centers for Environmental Prediction (NCEP), the Meteorological Development Laboratory (MDL), the Hurricane Forecasting Improvement Project (HFIP), and the National Air Quality Forecast Capability and related dispersion modeling capabilities. Contractor shall identify and apply appropriate methodologies and research designs needed to test particular technologies or answer a specific research question. Tasks may pertain (but are not limited) to structural, electrical, electronic, or mechanical components, systems or scientific equipment. The contractor may provide scientific support services to include, but not be limited to the following.

- C.6.3.1 Provide statistical post processing of numerical weather predictions including developing, generating, and disseminating objective guidance products for a wide variety of weather elements.
- C.6.3.2 Provide digital database development and integration including techniques for interactively interpreting sensible weather fields for the National Digital Forecast Database (NDFD) and the National Digital Guidance Database (NDGD).
- C.6.3.3 Provide digital database evaluation support including techniques to collect and verify a variety of NWS forecasts.
- C.6.3.4 Provide scientific and technological expertise to support design, development, and testing of storm-scale now-casting applications.
- C.6.3.5 Provide support to coastal marine forecasting, including NWS's storm surge architecture, and developing analysis and guidance for coastal inundation from a combination of storm surge, tides, waves, river inflow and sea level anomalies regardless of type of storm system.

C.6.4 Modeling and Forecasting Support:

The Contractor shall provide support services for mesoscale data, global weather, ocean, hurricane, and tsunami modeling and forecasting. The contractor may provide modeling and forecasting support services to include, but not limited to the following.

- C.6.4.1 Provide support for mesoscale four-dimensional data assimilation of satellite, conventional (e.g., upper air, surface, aircraft, ship), and other remotely-sensed (e.g., profilers, Doppler radar, satellite) observations.
- C.6.4.2 Provide support to develop and maintain weather and global ocean models and a four-dimensional ocean data assimilation system applied to climate forecast time scales for the coupled ocean-atmosphere-land-SI forecast system over the global domain.
- C.6.4.3 Apply advanced numerical and fluid dynamics techniques to mesoscale and global weather modeling between the atmosphere, ocean, and land surfaces.
- C.6.4.4 Provide support to develop, maintain and enhance codes for parameterization of sub-grid physical processes in the atmosphere and interactions (physically-based coupling) between atmosphere, ocean, and land surfaces.
- C.6.4.5 Provide support to perform diagnostic studies of mesoscale weather phenomena, forecast system model performance and mesoscale ensemble forecasting particularly relative to quantitative precipitation forecasting.

- C.6.4.6 Provide support to develop real-time mesoscale analyses, regional reanalyses and regional climate modeling for operations support.
- C.6.4.7 Provide support to implement and test a high-frequency mesoscale atmospheric analysis and forecast system, known as Rapid Refresh.
- C.6.4.8 Provide support to modernize domestic and international aviation product generation and delivery including design, development, and testing of computers, networks, software, and data exchange techniques that can support the needs of the Next Generation Air Transportation System (NextGen).
- C.6.4.9 Support collaborative development with external scientists, including those of the Development Testbed Center (DTC), NOAA Climate Program Office (NCPO) and the Joint Center for Satellite Data Assimilation (JCSDA), and maintenance support for all of the above applications and on global forecast physics and fluid dynamical systems, including extended-range prediction research and ensemble forecasting.
- C.6.4.10 Provide support to global weather impact studies to evaluate the contribution to forecast skill of current and future global observing systems.
- C.6.4.11 Provide support to global weather studies for tropical prediction and model performance, including development, verification, and diagnosis of numerical products and forecast systems for hurricane track and intensity from global models.
- C.6.4.12 Provide collaboration support on using remotely-sensed observations (satellite and radar); observing system simulation experiments; and evaluating observing system and their data impacts on model forecast skill and use.
- C.6.4.13 Provide collaboration support developing deep and shallow-water wave forecast models for global, regional, Great Lakes domains, with adaptive nesting, coupling to ocean and atmospheric models, real-time data assimilation, verification statistics and diagnostic capabilities.
- C.6.4.14 Provide collaboration support performing coastal and global ocean modeling, data assimilation and coupling to atmospheric and wave models.
- C.6.4.15 Provide support in collaboration with NOAA, Navy and other organizations on ocean, wave and storm surge modeling and forecast products.
- C.6.4.16 Provide support to develop and maintain sea surface temperature (SST) and sea ice (SI) modeling, diagnostic, and other analysis products.
- C.6.4.17 Provide support to perform analysis of surface wind forecasts over the global oceans, coastal seas, and the Great Lakes area.

- C.6.4.18 Provide support in developing high resolution re-analyses of ocean and surface wave conditions in coastal regions.
- C.6.4.19 Provide support to develop components of the operation Hurricane Forecast System (HFS), including atmospheric model, ocean model, wave model and land surface model to improve track and intensity forecasts, and quantitative precipitation forecasts after landfall.
- C.6.4.20 Provide support for community use of the HFS as required by NOAA Development Testbed Center (DTC).
- C.6.4.21 Provide support to assimilate and improve use of airborne Doppler radar data into the HFS.
- C.6.4.22 Provide support to collaborate with community scientists to transition new technologies, such as ensemble techniques, and new physical parameterizations of convection, cloud microphysics and planetary boundary layer into operations.
- C.6.4.23 Support development of Earthquake Generated Tsunami and historical Tsunamis models; incorporate real-time sea-level data into tsunami forecast models; and ensure inundation, energy and wave amplitudes are delivered by tsunami forecast models.
- C.6.4.24 Provide support to develop and maintain physically-based extensions of the Global Forecast System (GFS) to extend the GFS upper boundary beyond 60 km and provide input to space weather models.
- C.6.4.25 Provide support to develop and maintain optimal four-dimensional data assimilation systems for satellite (e.g., COSMIC) and ground-based (e.g., CORS) observations for global and mesoscale ionospheric modeling.
- C.6.4.26 Provide support to develop and maintain advanced magneto-hydrodynamic models of the solar corona, solar wind, and magnetosphere.
- C.6.4.27 Provide support to maintain codes for parameterization of sub-grid mesoscale physics and processes associated with coronal mass ejections, energetic particle acceleration, magnetic reconnection, and non-MHD particle transport in the inner magnetosphere.
- C.6.4.28 Provide support to transition forecast models for ocean and terrestrial ecosystems to NCEP's operational suite.
- C.6.4.29 Provide support to improve the physics of the land surface and land/atmosphere interactions in all NCEP mesoscale, global and climate forecast models.

C.6.4.30 Provide support to maintain and upgrade the community Unified Noah Land Surface Model, jointly with partners at the National Center for Atmospheric Research (NCAR), for use by NCEP external collaborators in land surface modeling.

C.6.4.31 Provide support to develop streamflow modeling capability and apply to weather and climate applications, including freshwater inflow into NCEP ocean models.

C.6.5 Seasonal Climate Forecast Support

The Contractor shall provide support services for seasonal climate forecasting. The contractor may provide climate forecasting support services to include, but are not limited to the following.

C.6.5.1 Provide support to develop of seasonal climate prediction methodologies, including initialization of seasonal forecasts construction of multi-model ensembles and product generation and evaluation.

C.6.5.2 Provide support to develop and execute a climate reanalysis, including a data assimilation system, a coupled atmosphere-ocean-land-SI forecast system and associated products and functions such as archival, data access, and facilitation of reanalysis studies.

C.6.5.3 Provide support to develop and maintain data base content and design, data ingest and quality control for forecast skill of current and future observing systems, and coupled ocean-atmosphere models and marine observations and generation of marine products from observations and numerical forecast systems.

C.6.5.4 Provide support to develop data assimilation methods, data bases and output products to meet climate analysis requirements.

C.6.5.5 Provide support to monitor atmospheric, oceanic, and land surface climate variability.

C.6.5.6 Provide support to provide assessments of climate anomalies and models, including seasonal climate attribution activities.

C.6.5.7 Provide support to a suite of extended and long range climate outlooks including numerical and statistical tool development and verification.

C.6.5.8 Provide support for transitioning research to operations on intra-seasonal to inter-annual time scales.

C.6.6 Ensemble and Forecast Product Support

The Contractor shall provide support services for seasonal climate forecasting. The contractor may provide climate forecasting support services to include, but are not limited to the following.

- C.6.6.1 Provide support to develop and implement operational ensemble forecast systems for NCEP's forecast applications for both global and regional domains, including the atmosphere, ocean surface waves and interior, air quality and homeland security, hydrology and aviation, and space weather.
- C.6.6.2 Provide support to develop and implement forecast products from the array of operational numerical forecast systems.
- C.6.6.3 Provide support to develop and implement observing strategies and ensemble techniques, such as targeted observations for forecasting high impact weather and evaluating forecast errors
- C.6.6.4 Provide support to develop ensemble products, downscale to higher resolution, and reduce bias of precipitation forecasts for water management use.

C.6.7 Air Quality, Environmental Monitoring, Atmospheric Diffusion

The Contractor shall provide air quality, environmental monitoring and atmospheric diffusion support services for operational mission requirements. The contractor may provide air quality, environmental monitoring and atmospheric diffusion support services to include, but are not limited to the following.

- C.6.7.1 Provide support to develop and maintain the Air Quality Forecast Capability for domestic application.
- C.6.7.2 Provide support to develop a global environmental monitoring and forecast system for ozone, carbon dioxide, aerosols and particulates, and trace gases.
- C.6.7.3 Provide support to develop high resolution atmospheric diffusion forecast systems, including ensemble-based products.
- C.6.7.4 Provide support to develop volcanic ash and radiological hazard forecasting capabilities including development, verification, and diagnosis of numerical products and forecast systems for dispersion and density.

C.6.8 Land Surface and Hydrology

The Contractor shall provide land surface and hydrology support services for operational mission requirements. The contractor may land surface and hydrology provide support services to include, but are not limited to the following.

- C.6.8.1 Provide support to develop, maintain and enhance global and regional land surface data assimilation systems for both weather and climate applications.

- C.6.8.2 Provide support to diagnose and mitigate lower atmospheric forecast errors related to land surface physics including precipitation and temperature biases.
- C.6.8.3 Provide support to improve radiative transfer science at the atmosphere-land surface boundary, such as in the Community Radiative Transfer Model (CRTM), including surface emissivity and surface albedo.
- C.6.8.4 Provide support for the analysis and forecast tools for drought monitoring and prediction.

C.6.9 Program and Project Management, Consulting and Training

The Contractor shall provide program and project management, consulting, and training services to assist in program execution, improvements and measurements. Services shall include redesigning and improving the quality of the performance measurement process, performance data, and the system and method by which the data are collected. The program and project management, consulting and training services may include, but are not limited to, the following.

- C.6.9.1 Provide support for the development and execution of training and seminars on new and updated systems and architecture changes for existing or future systems including project management, earned value and Government Performance and Results Act (GPRA).
- C.6.9.2 Provide support for the formulation and management of multi-year budgets, development of budget strategies, collection and analysis of financial data, cost collection and estimating, and the development of detailed spending plans, cost tracking and reporting systems.
- C.6.9.3 Provide support for the maintenance of software for the operation of budget formulation databases and produce tracking and variance reports.
- C.6.9.4 Provide support for planning, development, and implementation of quality assurance programs and/or Quality Management Systems.
- C.6.9.5 Provide support for development, implementation, analysis, coordination, assessment, and reporting of Continuity of Operations policies and execution to meet Federal and organizational goals and requirements.
- C.6.9.6 Provide support for human resources management, including organizational design and staffing studies, cost analyses for current and future mission needs, position management and staff orientation activities, and organizational development and training support.
- C.6.9.7 Provide engineering and technical support for development and management of Configuration Management (CM) policies and guidance; configuration management

- and control using both commercial and organically developed computer-based, database-oriented applications; auditing and status accounting for all systems that are under formal CM control; validation of configurations through audit processes; collection, validation and reporting of reliability and maintainability data for NOAA meteorological equipment; and management of formal change management process.
- C.6.9.8 Provide analysis of information security requirements and integrate into project documentation.
- C.6.9.9 Provide systems engineering support for technical, program management, procurement, and implementation as needed to the Operations and Services Improvement Process (OSIP) for projects that are identified as emerging technology development.
- C.6.9.10 Provide engineering and technical support to create, review, and maintain technical documentation including equipment and systems' specifications, test plans and procedures, technical manuals, modification and maintenance notes, drawings, illustrations, schematics, and flow charts for life-cycle support of planned and fielded NOAA meteorological systems.
- C.6.9.11 Provide engineering and technical support for safety and environmental compliance and sustainment including development and interpretation of national policies, procedures, and technical reports.
- C.6.9.12 Provide support to collaborate with external scientists and organizations to support their societally relevant applications using NCEP's forecast products for the physical environment (atmosphere, ocean, land surface, cryosphere).
- C.6.9.13 Provide support for activities involved in educating users of climate information and climate outlooks.
- C.6.9.14 Provide support to develop training in areas of operational weather and climate forecasting, including application of operational numerical prediction guidance, mesoscale meteorology, and global climate regimes and processes. Training support may involve internal and external collaborations, including with the international community.
- C.6.9.15 Provide support to scientists and forecasters to identify and evaluate research results for improved weather and climate forecasts, and transition of results into operations. Transition may involve technical modifications and operational code changes, development and execution of real-time and retrospective experiments to support training, and development of scientific presentations and publications.

C.7 ENTERPRISE OPERATIONS DOMAIN

The Enterprise Operations Domain is for use by all NOAA offices and Department of Commerce bureaus. Services under this domain include strategic planning and facilitation related to implementation, coordination, integration, communication, and evaluation of programmatic activities and administrative systems, and management consulting for NOAA organizations to improve mission performance. The Domain also includes logistics; financial and business management, facilities and property management, program management, administrative support; conference and exhibit planning, training and education, and human resources services. Additionally, the Enterprise Operations Domain includes scientific and technical support for the Office of Marine and Aviation Operations (OMAO) and the Office of Oceanic and Atmospheric Research (OAR).

C.7.1 Strategic Planning Support

The Contractor shall provide expert advice, conduct and document broad-based analyses, facilitate and assess Agency initiatives to support strategic organizational planning and development. The strategic planning support task area may include, but is not limited to, the following.

- C.7.1.1 Develop draft Strategic Business Plans/Business Processes, organizational assessments, change management, reengineering processes, recommendations for execution.
- C.7.1.2 Assist in developing organizational vision, mission, goals, objectives, metrics, benchmarking, and strategies; and milestone planning, recommendations and analysis
- C.7.1.3 Research, collect data, input, develop feedback mechanisms, and analyze strategic issues/initiatives/results; program goals and objectives, requirements analysis and definition; and assess impacts. Identify strategies for negotiating licensing, options, testing, screening, and other commercialization agreements.
- C.7.1.4 Maintain and monitor knowledge management systems and conduct development functions to enhance capabilities.
- C.7.1.5 Facilitate strategic planning meetings.
- C.7.1.6 Develop draft strategic business objectives, including recommend distribution of available resources; provide planning, budgetary, financial, contract and systems/program management functions required to produce, render operational and provide life cycle support (maintenance, repair, supplies, and engineering specific logistics) to systems, activities, subsystems, and projects.
- C.7.1.7 Provide Small Business Innovative Research (SBIR) and Small Business

Technology Transfer (STTR) technical support. Develop and manage databases that track research support requests and awards, and conduct analyses and studies of program efficiency and effectiveness on continual basis for compliance with the agency and program missions.

C.7.2 Communication, Education, Outreach, and Conference and Workshop Services

The Contractor shall provide communications, educational and instructional support services, planning, content development; formal classroom training courses or on-line training, outreach, conference and workshop management services using various forum support services. The communication, education, outreach and conference and workshop support task areas may include, but are not limited to, the following.

- C.7.2.1 Provide internal coordination of communication plans and processes.
- C.7.2.2 Provide research, data collection, and analysis for communication and education projects. Provide communication capabilities, feedback mechanisms, and assessment of feedback results.
- C.7.2.3 Provide communication and education materials such as electronic presentations, speeches, background papers, technical writing support, talking points, integrated video/DVD presentations, pamphlets, and other media.
- C.7.2.4 Provide outreach mechanisms and materials to educate and improve public understanding and involvement in NOAA's mission and programs; organize meetings, seminars, and workshops, prepare content for routine industry newsletters, prepare minutes of meetings.
- C.7.2.5 Receive, prepare and transmit correspondence and data from national and international organizations for storing and extracting information.
- C.7.2.6 Develop and maintain a log of all related communication and education activities, phone calls and contacts.
- C.7.2.7 Provide research and communication of scientific data and policy information. Provide design, production and display of data for various audiences, such as photographs, illustrations, diagrams, graphs and graphics, data visualizations, data animations, videos and audio production, physical displays (such as models or live demonstrations), slides, and charts for publication on the internet or in books, magazines, and pamphlets to enhance communication products.
- C.7.2.8 Provide planning, preparation, organizing, facilitating and input for conferences, briefings, meetings, working groups and teams, such as conference facilitation, creation and delivery of graphics, briefing material, multi-media and teleconferencing systems, tracking of action items and associated documentation

- C.7.2.9 Provide professional and logistics support for conference and workshop demonstrations and displays including but not limited to planning, set-up, monitoring and disassembly of material.
- C.7.2.10 Participate in conferences and supporting meetings and prepare minutes and other supporting documentation as required.
- C.7.2.11 Coordinate exhibit booths and information; maintain social networking activities; and provide computer-based technical communications. Assist in developing exhibit design and display as well as banner design. Provide support for table top and full exhibit displays at various outreach activities. Coordinate and manage registration at identified events, to include recommending shows for NOAA participation.
- C.7.2.12 Develop training and education coursework and materials and provide training research, planning, curriculums, instructors, material for resident and computer-based training.
- C.7.2.13 Conduct and provide research to develop or revise training courses, training catalogs and materials. Prepare student material including course manuals, workbooks, handouts, exercises, completion certificates and course critique forms.
- C.7.2.14 Provide train the trainer research, planning, curriculums, instructors, material for resident training courses, facilitation, on-line training, CBTs, exercises, and seminars.
- C.7.2.15 Provide research to develop or revise courses; and prepare appropriate training catalogs and materials (course outline, background material, and training aids). Prepares all student materials including course manuals, workbooks, handouts, exercises, completion certificates and course critique forms.

C.7.3 Business Management Support

The Contractor shall provide analyses, facilitation, subject matter expertise and assessment relating to business management initiatives. The business management support task area may include, but are not limited to, the following.

- C.7.3.1 Develop, research, and analyze business management initiatives and recommendations for execution, and assess impacts.
- C.7.3.2 Develop and recommend metrics and strategies, and facilitate implementation of the business management initiatives.

- C.7.3.3 Conduct data collection, analysis, input, and milestone planning.
- C.7.3.4 Organize and facilitate Integrated Product Teams (IPTs) and domain user groups.
- C.7.3.5 Maintain and upgrade existing program databases and websites.
- C.7.3.6 Conduct risk analysis, market surveys, technology assessments, information security assessments, and impact and gap analysis studies.
- C.7.3.7 Conduct reviews, audits, and implement and manage systems and other compliance and contingency plans and performance measures.
- C.7.3.8 Evaluate, compile, and process statistical analysis, capacity analysis studies, and system reviews to assess potential security issues and risks. Develop queries to shape and subset data; analyze data using conventional statistics and pattern analysis methods (such as principal component analysis or cluster analysis); and visually display data and analytical results using graphical output.
- C.7.3.9 Support managing and coordinating all emergency preparedness program tasks, activities, services, and training, including developing and coordinating homeland security-related plans, programs, and policies for program response, risk management, continuity of operations, and other contingency planning and program infrastructure.
- C.7.3.10 Develop and coordinate Standard Operating Procedures (SOPs) in support of mission requirements.
- C.7.3.11 Provide print management services for office printer operations

C.7.4 Budget and Financial Management Support

The Contractor shall provide budgetary and financial management support to track, monitor and analyze financial and management transactions including cooperative grants, reimbursable agreements, spend analysis, Memorandums of Understanding (MOUs), property, and other relevant transactions. The budgetary and financial management support task area may include, but is not limited to, the following.

- C.7.4.1 Conduct independent cost analyses; budget formation and execution; audit, internal control, and financial reviews; affordability analysis and planning; managerial accounting; and obligation management.
- C.7.4.2 Provide facilitation to maintain effective communication among all NOAA financial management stakeholders (Director, Labs/FMCs, Budget Execution and Financial Operations (BEFO), Financial Management Center (FMC) and NOAA

Finance, Program Policy Division (PPD), Department of Commerce/Office of General Counsel (DOC/OGC).

- C.7.4.3 Provide support to improve, enhance, and maintain existing databases and websites.
- C.7.4.4 Develop recommendations for manpower (civilian / commissioned) management organization and mission.
- C.7.4.5 Conduct monitoring and prepare reports of budget, funding, and spending of appropriations for Cooperative Grants, research financial transactions, design spreadsheets for budget functions, create customized reports, and run and distribute reports. Prepare budgetary and agreement documents for legal review and financial clearance.
- C.7.4.6 Provide administrative expertise for programs and projects including Interagency Agreements, Cooperative Institutes and Grants, contracts, property, deemed exports, and general logistical deployments.
- C.7.4.7 Provide support to close out expired reimbursable projects, reconcile income and expense reports, review modification to umbrella grants agreements, prepare financial status reports, and track all payments.
- C.7.4.8 Provide support to reimbursable coordinators for all reimbursable agreements, prepare budgets and all necessary documents to open a new project task, respond to inquiries, track expenditures against established reimbursable agreements, verify funds are expended according to approved budgets, track fund expiration date and agreements end date, verify funds are expended prior to end date, and closeout agreement after end date.
- C.7.4.9 Provide input to taskers and prepare spreadsheet reports by extracting, compiling, evaluating, and analyzing data daily.
- C.7.4.10 Review, analyze and coordinate input for NSF Federal and NIH Federal Health R&D Surveys, Federal Plan for Meteorological Services, and annual reports from Labs.
- C.7.4.11 Prepare budget briefings for presentations; conduct analyses and reviews, and provide recommendation on budgetary impacts on program planning performance, project proposals, budget changes, and legislation.
- C.7.4.12 Compile data and develop MOUs in accordance with NOAA and Line Office procedures.
- C.7.4.13 Provide accounting, auditing, bookkeeping and budget analysis services; maintain

journals or subsidiary ledgers of an accounting system and balance and reconcile accounts.

C.7.4.14 Provide support to major programs with developing recommendations and procurement documentation support in all areas of the pre-award and post award phases.

C.7.4.15 Conduct invoice and statement reviews verifying information, ensuring sufficient funds have been obligated, and determine accounts involved, code transactions, and processing material; analyze and reconcile printouts with operating unit reports and take action to ensure accounts balance.

C.7.5 Property Management Support

The Contractor shall provide property management support to property custodians in maintenance and disposition of Government property. The property management support task area may include, but is not limited to, the following.

C.7.5.1 Develop inventory control and accountability processes, including tagging incoming property and disposal of surplus property.

C.7.5.2 Provide physical inventory location assessment and documentation input of property and equipment.

C.7.5.3 Provide support to the property custodian maintaining disposition of Government property, updating inventory spreadsheets and databases; tagging new property; conducting physical inventory; and disposing of surplus property.

C.7.5.4 Provide input to hand receipt documentation; inventory data collection and analysis; and audit and accounting support.

C.7.6 Real Property and Analytic Services

The Contractor shall provide real property program management support and analytics related to inventory management records, planning, capital investments, acquisition and disposition projects. The real property support and analytics task area may include, but is not limited to, the following.

C.7.6.1 Provide economic analysis, in accordance with OMB Circular A-94, Guidelines and Discount Rates for Benefit-Cost Analysis of Federal Programs.

C.7.6.2 Provide alternative identification for real property capital investment projects, in accordance with OMB Circular A-11, Part 7, Section 300, Planning, Budgeting, Acquisition, and Management of Capital Assets.

- C.7.6.3 Provide Independent Validation and Verification (IV&V) of NOAA analyses.
- C.7.6.4 Provide Business Case Analyses and Studies for real property capital investments, including Programming and Facility Analysis (e.g., Program of Requirements, Space Utilization Surveys, Space Allocation Requirements, and Facility Condition Assessments), Alternatives Analysis, and Short-Range and Long-Range Project Prioritization Planning.
- C.7.6.5 Provide Real Property Appraisals, in accordance with the most current edition of the Uniform Standards of Professional Appraisal Practices (USPAP), as promulgated by the Appraisal Standards Board (ASB) of the Appraisal Foundation.
- C.7.6.6 Provide capital investment and real property strategic planning and vulnerability analysis for NOAA facilities, including, but not limited to, owned, leased, or real property assigned to NOAA by the U.S. General Services Administration (GSA).
- C.7.6.7 Provide building and space measurements per Government specifications.
- C.7.6.8 Provide support for lease acquisition projects, market research for office, warehouse, tower and other spaces; obtain and verify space and equipment requirements; provide flood plain analysis and other environmental reviews; prepare acquisition plans; obtain approvals and funding documentation; perform lease scoring analysis; and track projects and provide draft responses to inquiries.

C.7.7 Facilities Management Support

The Contractor shall provide facilities management support necessary to perform planning, logistics, coordination, and surveillance of activities necessary to assure accomplishment of all tasks. The facilities management support task area may include, but is not limited to, the following.

- C.7.7.1 Provide required liaison support, including help desk, on building use, operations and maintenance issues with the Government points of contact for all facility matters, including the building owner and the owner's representatives, assist in co-locating facilities among NOAA entities and external partners for consolidation of services.
- C.7.7.2 Provide management, labor, supplies, equipment, materials, and transportation not otherwise furnished by the Government necessary to perform warehouse storage, shipping and receiving, mail distribution, health unit, and transportation services.
- C.7.7.3 Develop and provide Safety, Environmental, Occupational Health, Energy and Sustainability Program Standards.

- C.7.7.4 Provide environmental compliance, safety, occupational health, and sustainability audits.
- C.7.7.5 Provide and maintain a preventive maintenance program, perform inspections, and make necessary repairs and call back services on all heating, ventilation, air conditioning, refrigeration systems.
- C.7.7.6 Provide well head surveys and groundwater monitoring services at NOAA facilities.
- C.7.7.7 Provide NOAA Facilities Climate Vulnerability Analysis at NOAA facilities and mitigation measures to manage facility risks from threats to climate change.
- C.7.7.8 Provide needs assessments for facilities-related equipment leases, purchases, services, and upgrades and develop draft requirements.
- C.7.7.9 Provide policy and procedures for oversight, implementation, and participation in facilities management, facility-related safety, security, and building recycling and energy efficiency programs.
- C.7.7.10 Provide program management and optimized solutions for space allocation and utilization for new and existing staff. Provide space designers and furniture installers for setup, breakdown, movement, and configuration of traditional and modular office furniture systems, including movement of office materials (books, files, charts, supplies, equipment).
- C.7.7.11 Provide fleet management of Government-owned and leased vehicles.
- C.7.7.12 Provide warehouse management for material handling of mobilization and demobilization of equipment.
- C.7.7.13 Provide for building security and access through the acquisition, maintenance and implementation of security measures (i.e. Common Access Card badging and CCTV control systems).
- C.7.7.14 Provide pier coordination for scheduling, utilities, and parking of ship employees.

C.7.8 Human Capital Management Support

The Contractor shall provide human capital management support services, and conduct and document analyses to support strategic workforce planning and implementation. The human capital management support task area may include, but is not limited to, the following.

- C.7.8.1 Provide strategic workforce plans, initiatives and implement Government approved recommendations.

- C.7.8.2 Provide research and analysis of human capital management and workforce planning initiatives and assessment of impacts.
- C.7.8.3 Provide metrics and strategies for implementing human capital management and workforce planning initiatives.
- C.7.8.4 Provide human capital data collection, benchmarking analysis, milestone planning, and input.
- C.7.8.5 Provide recommended feedback mechanisms, surveys and assessment of feedback results.
- C.7.8.6 Provide development and maintenance of human capital management related databases, documents, spreadsheets, charts, graphs, websites, and collaboration centers.
- C.7.8.7 Provide staffing and recruitment support required to support the Federal hiring process and ensuring fair and equitable consideration of all candidates during the selection process including: drafting job descriptions, assignment and placement processes, competency/skills assessments, personnel action processing, selection and placement of employees, and interpreting new regulations and processes.
- C.7.8.8 Provide classifications, federal payroll operations including federal retirement case management, debt collection, resolution of pay problems, and processing back pay cases.
- C.7.8.9 Provide input, retrieval, and validation of data from the NFC database via HR Connect, NFC data entry, FOCUS report writing, as well as other related systems, such as ISPF and Table Management system (TMGT); producing data files for NFC processing via Front End System Interface (FESI) submissions, including creating, testing and submitting the FESI files submissions to NFC for award submissions as well as annual award/rating process and submission.
- C.7.8.10 Provide Equal Employment Opportunity training.
- C.7.8.11 Provide and manage resident and web-based training in support of a wide variety of mission essential tasks, to include continuous productivity improvement, team building, communication skills, focus groups, inter-group development, customer service, automation skills, leadership development, human capital, and similar training issues, with relevant curricula, lesson plans, courses, courseware and training aids.
- C.7.9 Program/Project Management Support**

The Contractor shall provide project management support across multiple projects necessary to perform planning, coordinating, and surveillance of activities necessary to assure disciplined work performance, timely responses, and resource application to accomplish all tasks and issues. The project management support task area may include, but is not limited to, the following:

- C.7.9.1 Provide project management plans; project schedules to set baselines, map critical paths, track variances, and report on project status; work breakdown structures.
- C.7.9.2 Conduct strategic mission/operational/acquisition integration analysis, program audits, Plan of Action and Milestone (POA&M) development, integrated process team support; abstract or concept studies, formulation and analysis, requirements definition, preliminary planning, evaluation of alternative technical approaches and associated costs for developing or enhancing high-level general performance specifications of a system, project, mission, activity, cost/cost-performance trade-off analysis, feasibility analysis, regulatory compliance support, conceptual designs, training, privatization and outsourcing.
- C.7.9.3 Provide project risk management plans, mitigation plans, and performance metrics.
- C.7.9.4 Provide reporting on project progress, potential problems, risks, delays, and recommendations to correct or mitigate. Provide support to project development, testing, and quality control processes and procedures.
- C.7.9.5 Provide analysis of existing and new program management policies for compliance.
- C.7.9.6 Provide procurement support, such as market research, draft requirements development, acquisition planning, and cost estimation.
- C.7.9.7 Develop and refine operations models and procedures.
- C.7.9.8 Provide program and planning support for scheduling and coordination activities of ship time for future projects and expeditions; and subject matter expert ocean exploration support.
- C.7.9.9 Provide program and mission support to program/project management including Project Management Office (PMO) set-up and governance, compliance auditing, and management/strategy.
- C.7.9.10 Provide project evaluation plans, to include performance measures, logic models, data collection methods, and reporting systems.
- C.7.10 Legislative Management Support**

The Contractor shall provide legislative management support services to perform research, analysis, and reporting related to Congressional activities necessary to assure accomplishing all tasks. The legislative management support task area may include, but is not limited to, the following.

- C.7.10.1 Provide monitoring and legislative proposal tracking.
- C.7.10.2 Provide research for questions and answers through the controlled correspondence unit annual budget rollout process.
- C.7.10.3 Provide program fact sheets of activities for internal and external customers relative to legislative matters.
- C.7.10.4 Coordinate preparing and staffing NOAA Congressional testimonies, and questions for legislative liaison staff. The contractor will NOT draft Congressional testimonies, responses to Congressional correspondence, or agency Accountability Office, or other Federal Audit entity.
- C.7.10.5 Conduct special projects to assess and report the impact of Congressional actions.
- C.7.10.6 Provide liaison support between programs and the NOAA office of legislative affairs.

C.7.11 Administrative Support

The Contractor shall provide administrative support services. The administrative support task area may include, but is not limited to, the following:

- C.7.11.1 Provide executive secretariat and administrative business operations support for the various programs including collection of data, arrangements for meetings, receptionist, travel, shipping and receiving, security clearances, procurement, and production of other relevant products.
- C.7.11.2 Provide support for records management using Government records management systems; provide recommendation for disposition of records for administrative, legal, fiscal and historical value; and transfer of records to archives. Provide destruction and disposal of records in accordance with Government procedures and schedules.

C.7.12 Scientific and Technical Support

The Contractor shall provide scientific expertise support in ocean science, biology, physical science, science policy, science project management, and natural resource management disciplines, to include, but is not limited to, the following.

- C.7.12.1 Provide the translation of a system, subsystem, program, project, or activity concepts into preliminary and detailed designs, performing risk identification / analysis / mitigation, traceability, and integration of the various components to produce working prototypes or models of the system, program, project, or activity.
- C.7.12.2 Provide analysis, planning and detailed design for integrated logistics support including materiel goods, personnel, and operational maintenance and repair of systems throughout their life cycles.
- C.7.12.3 Provide scientific, engineering, design, construction, installation, and testing technical support and expertise directly in accordance with mission critical science.
- C.7.12.4 Provide analysis and state of the art of Hydrometeorological Testbed (HMT) and weather service forecasting.
- C.7.12.5 Provide coordination of trajectory transport modeling.
- C.7.12.6 Provide comprehensive national environmental policy decision analysis for predictions of the climate response to emissions changes, protection of the ozone layer, alternatives for developing coastal communities; improvements to environmental services to the Nation, and promoting economic growth through science.
- C.7.12.7 Provide specifications, outline research needs, bases for evaluation, and desired outcomes relevant to improving human health through integration of climate information.
- C.7.12.8 Provide coordination with the scientific community; analyze current research directions; identify critical research and program needs; develop science and implementation plans in collaboration with the scientific community; cultivate and establish new partnerships, and coordinate with other NOAA program elements.
- C.7.12.9 Provide programmatic system analysis functions required for maintaining and implementing new and existing applications to ensure compatibility.
- C.7.12.10 Provide programmatic and system objectives of new applications, functionality, and inter-connectivity based on Government project priorities and system needs.
- C.7.12.11 Provide programmatic performance reviews for efficiency, program documentation, and output meets the needs of user departments.

- C.7.12.12 Provide long-term planning for modifications, maintenance, outfitting, and upgrades to NOAA ships, aircraft, remotely operated vehicles, and associated systems.
- C.7.12.13 Provide safety analysis and procedures, and maintain safety documentation related to the operation of systems.
- C.7.12.14 Perform program planning, testing, integration and evaluation, for data management, related to NOAA sponsored expeditions.
- C.7.12.15 Provide support to the NOAA Science Advisory Board and Working Group's science projects.
- C.7.12.16 Provide NOAA Small Business Innovation Research (SBIR) Program support by researching, maintaining, and preparing areas for inclusion and documents.
- C.7.12.17 Provide NOAA Technology Transfer Program support by researching and preparing policy and procedure documents, and the Annual Technology Transfer Report.
- C.7.12.18 Provide professional acute and chronic medical care on rotational and non-rotational assignments aboard NOAA ships.

SECTION D PACKAGING AND MARKING

D.1. PACKAGING AND MARKING

Unless otherwise specified, packaging and marking of all deliverables must conform to commercial packing standards to assure safe delivery at destination. Clauses and other requirements regarding packaging and marking shall be designated by the CO at the task order level.

D.2 MARKINGS

All deliverables submitted to the Government shall be accompanied by a packing list or other suitable shipping document that shall clearly indicate the following:

- (a) Contract number;
- (b) Task order number;
- (c) Name and address of the consignor;
- (d) Name and address of the consignee;
- (e) Government bill of lading number covering the shipment (if any); and
- (f) Description of the item/material shipped, including item number, quantity, number of containers, and package number (if any).

Specific marking requirements may be addressed in individual TOs.

(End of Section D)

SECTION E INSPECTION AND ACCEPTANCE

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Full text can be accessed electronically at the following internet address: <http://www.acquisition.gov/far>.

E.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

The Contractor shall comply with the Federal Acquisition Regulation (FAR) clauses incorporated at Section E, *Clauses Incorporated by Reference*, as applicable.

FAR Part	Title and Date
52.246-2	INSPECTION OF SUPPLIES – FIXED PRICE (AUG 1996)
52.246-3	INSPECTION OF SUPPLIES – COST REIMBURSEMENT (MAY 2001)
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)
52.246-6	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)
52.246-7	INSPECTION OF RESEARCH AND DEVELOPMENT--FIXED-PRICE (AUG 1997)
52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT--COST-REIMBURSEMENT (MAY 2001)

E.2 COMMERCE ACQUISITION REGULATION (CAR) CLAUSES

1352.246-70 - Place of acceptance. (APR 2010)

(a) The Contracting Officer or the duly authorized representative will accept supplies and services to be provided under this contract.

(b) The place of acceptance will be specified in each individual Task Order.

(End of clause)

E.3 SCOPE OF INSPECTION

All deliverables will be inspected for content, completeness, accuracy, and conformance to Task Order (TO) requirements by the TO Contracting Officer's Representative (COR), or as detailed in individual TOs. Inspection may include, but is not limited to, validation of information through the use of automated tools and testing of the deliverables, as specified in the TO. The scope and nature of this testing must be specified prior to TO award and will be sufficiently comprehensive to ensure the completeness, quality and acceptability of all deliverables.

(b) The Government requires a period not to exceed thirty (30) calendar days after receipt of final deliverable items for inspection and acceptance or rejection unless otherwise specified in

the TO. For periods exceeding thirty (30) days, it is the responsibility of the Contractor to confirm receipt and acceptance of the deliverable(s).

E.4 BASIS OF ACCEPTANCE

(a) The basis for acceptance shall be compliance with the requirements set forth in the TO Work Statement, and the Contractor's proposal incorporated by reference into any resulting contract. Deliverable items rejected under any resulting task order shall be corrected in accordance with the applicable clauses.

(b) Custom services and cost reimbursable items such as travel and Other Direct Costs (ODCs) will be accepted upon receipt of proper documentation as specified in the TO. If custom services are provided as part of a FFP TO, acceptance will be as specified for the milestone with which they are associated.

(c) Reports, documents and narrative type deliverables will be accepted when all discrepancies, errors or other deficiencies identified in writing by the Government have been corrected to meet the requirements in the TO.

(d) Non-conforming products or services will be rejected. Unless otherwise agreed by the parties, deficiencies will be corrected within thirty (30) calendar days of the rejection notice. If the deficiencies cannot be corrected within thirty (30) days, the Contractor will immediately notify the TO CO of the reason for the delay and provide a proposed corrective action plan within ten (10) working days of the rejection notification.

E.5 REVIEW AND ACCEPTANCE OF DELIVERABLES

(a) The Government will provide written acceptance or rejection comments and change requests, if any, within fifteen (15) business days from receipt by the Government of the initial deliverable, or as specified in individual task orders. For periods exceeding fifteen (15) days, it is the responsibility of the contractor to confirm receipt and acceptance of the deliverable(s). All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

(b) Upon receipt of the Government comments, the Contractor shall have fifteen (15) business days to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.

(End of Section E)

SECTION F DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Also, the full text can be accessed electronically at the following internet address: <http://www.acquisition.gov/far/>.

FAR Part	Title and Date
52.242-15	Stop-Work Order (AUG 1989)(<i>for other than cost reimbursement task orders</i>) and ALT I (APR 1984) (<i>for Cost Reimbursement task orders</i>)
52.242.17	Government Delay of Work (APR 1984)
52.247-34	F.O.B. Destination (NOV 1991)
52.247-35	F.O.B. Destination, Within Consignee's Premises (APR 1984)

F.2 1352.270-70 PERIOD OF PERFORMANCE. (APR 2010)

(a) The base period of performance of this contract is from ____ through _____. If an option is exercised, the period of performance shall be extended through the end of that option period.

(b) The option periods that may be exercised are as follows:

Period	Start Date	End Date
Option I		
Option II		
Option III		

(c) The notice requirements for unilateral exercise of option periods are set out in FAR 52.217-9.

(End of clause)

F.3 TASK ORDERS PERFORMANCE PERIOD AND PRICING

Task Orders may be issued at any time during the base period and/or option periods, if exercised. The performance period of each TO will be specified in the TO and may include option periods which, if exercised, may extend the TO period of performance up to twelve (12) months beyond the final option contract ordering period, if exercised. Task Orders issued in the final option year, if exercised, shall not extend beyond twelve (12) months after the final contract ordering period of the final option year. The total base contract duration, including the exercise of any options terms, shall not exceed sixty (60) months (excluding exercise of options under FAR 52.217-8). The fully burdened hourly rates used in pricing TOs will be no greater than the ceiling hourly rates shown in Section J, Attachment J-2 for the applicable period of performance. After the ProTech term expires, the contract will remain an active contract until the final TO is closed-out and it shall continue to govern the terms and conditions with respect to active Task Orders to the same extent as if it were completed during the ProTech contract term.

F.4 DELIVERY

The services required under each individual TO shall be delivered and received at destination within the time frame specified in each order.

F.5 PLACE OF PERFORMANCE

Place of performance shall be set forth in individual TOs.

F.6 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or completion date, or as soon as the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the TO CO and the TO COR, in writing. This notification shall give pertinent details and this data shall be informational only in character; this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

F.7 DELIVERABLES

(a) All applicable TO deliverables, their required delivery dates, destination of delivery, and schedule for completion of work to be performed will be specified in TOs issued under this contract, as applicable.

(b) For purposes of delivery, all deliverables shall be made by close of business (COB) 4:30 P.M. local time at destination, Monday through Friday, unless stated otherwise in the TO.

(c) All deliverables submitted in electronic format shall be free of any known computer virus or defects. If a virus or defect is found, the initial deliverable will not be accepted. The replacement file shall be provided within two (2) business days after notification.

(d) Each contract-level and TO-level deliverable, whether hard copy or electronic, shall be accompanied by a cover letter from the Contractor on company letterhead. Multiple deliverables may be delivered with a single cover letter describing the contents of the complete package.

(e) In the event the Contractor anticipates difficulty in complying with any contract-level delivery schedule, the Contractor shall immediately provide written notice to the CO, COR, and the Program Manager (PM). For any task order level deliverable, the Contractor shall provide written notification immediately to the TO CO and TO COR. Each notification shall give pertinent details, including the date by which the Contractor expects to make delivery, provided that this data shall be informational only in character and that receipt thereof shall not be construed as a waiver by the Government of any contract delivery schedule, or any rights or remedies provided by law or under this contract.

(f) In the event that a Contractor is non-compliant in submitting deliverables, the Government will reflect the non-compliance in the Contractor's past performance report.

(g) The following table provides a summary of reporting requirements.

Report Description	Number of Copies	Due Dates
Monthly Contract Status Report (Section F.7.1)	1-ProTech CO 1-ProTech PM 1-ProTech COR	15th calendar day of each month
Monthly Task Order Status Report (Section F.7.2)	1-ProTech CO 1-ProTech TO CO 1-ProTech PM 1-ProTech TO COR	10th calendar day of each month, or as specified in the individual task orders
Subcontracting Plan Report (Section F.7.3)	eSRS	As specified in F.7.3
Individual Subcontracting Report (ISR) (F.7.4)	eSRS	As specified in F.7.4
Summary Subcontracting Report (Section F.7.5)	eSRS	As specified in F.7.5

F.7.1 Monthly Contract Status Report

The Contractor shall provide a Monthly Contract Status Report (summation of individual Task Order activity), which documents the Contractor's task order awards and modifications received during the reporting period, significant activities, issues, corrective actions, and planned significant activities projected in the next 60 day period. The report is due by the 15th calendar day of each month comprised of activity from the previous month. (For example: The report due February 15th is to cover the activity – new task orders awarded and new modifications received - for the period January 1st through January 31st.) If the 15th calendar day falls on a weekend or holiday, the report is due the following business day. If there is no activity (e.g. no active task order) during the reporting period, “*no activity*” shall be annotated in the monthly report and submitted. The Monthly Contract Status Report shall be provided in Adobe electronic format and emailed to the designated recipients. The subject line of the email notice presenting the submission of the monthly report shall be annotated with - **Monthly Contract Status Report state the month and year** (See Section J – Attachment J-4).

F.7.2 Monthly Task Order Status Report

The Contractor shall provide a Monthly Task Order Status Report, which documents the Contractor's TO modifications received during the reporting period, activities, issues, corrective actions, and planned significant activities projected in the next 60 days. The report is due by the 10th calendar day of each month comprised of activity from the previous month. If the 15th calendar day falls on a weekend or holiday, the report is due the following business day. The Monthly Task Order Status Report shall be provided in Adobe electronic format and emailed to the designated recipients. The subject line of the email notice presenting the submission of the monthly report shall be annotated with - **Monthly Task Order Status Report (state the month and year)**. The report recipients, content, and due dates will be identified in individual task orders.

F.7.3 Subcontracting Plan Reports

The Contractor shall comply with the Contractor's Subcontracting Plan, incorporated into the ProTech contract by reference, to ensure that small business, small disadvantage business (SDB), women-owned small business (WOSB), HUBZone, small business (HUBZone), veteran-owned small business (VOSB), and service-disabled veteran-owned small business (SDVOSB) concerns are provided the maximum practicable opportunity to participate as subcontractors.

As stated in 15 U.S.C. 637(d)(8), any Contractor or Subcontractor failing to comply in good faith with the requirements of the subcontracting plan is in material breach of its contract. Further, 15 U.S.C. 637(d)(4)(F) directs that a Contractor's failure to make a good faith effort to comply with the requirements of the subcontracting plan shall result in the imposition of liquidated damages.

The ProTech program requires use of the electronic Subcontracting Reporting System (eSRS) modules as the secure, confidential, information management tool to evaluate subcontracting goal performance for ProTech.

Contractors who are large businesses shall submit periodic reports, in accordance with FAR 52.219-9, which shows compliance with their ProTech Master Subcontracting Plan. The Contractor shall submit their report via the electronic Subcontracting Reporting System (eSRS) in accordance with the instructions on the website. The Contractor shall ensure that their Subcontractors agree to submit their reports via the eSRS, as applicable. The Individual Subcontracting Report (ISR) and the Summary Subcontracting Report (SSR) are available online at <http://www.esrs.gov>. The work of the small businesses identified in the Subcontracting Plan shall be tracked against the Prime Contractor's proposed goals.

F.7.4 Individual Subcontracting Report (ISR)

(a) The Contractor shall submit the Individual Subcontracting Report (ISR) electronically, in accordance with FAR 52.219-9, via the eSRS within thirty (30) calendar days after the close of each calendar period as follows: (1) April, for the period October 1st, through March 31st; and (2) October, for the period April 1st, through September 30th. Each semi-annual ISR reflects cumulative task order subcontracting accomplishments from the inception of the contract through the relevant ISR reporting period.

(b) One (1) ISR is required at the contract level for all subcontract awards accomplished, (which is a roll-up of all task order awards) and submitted to the ProTech CO via eSRS for review and acceptance.

(c) One (1) ISR submission is required at the task order level for all subcontract awards accomplished for each task order via eSRS for review and acceptance.

F.7.5 Summary Subcontracting Report (SSR)

The Contractor shall submit the SSR electronically via the eSRS in accordance with FAR 52-219-9. The report is due October 30th for the calendar period October 1 through September 30. The SSR shall be submitted to the contract CO.

F.8 EQUIPMENT REMOVAL

All Contractor-owned equipment, accessories, and devices located on Government property shall be dismantled and removed from Government premises by the Contractor, at the Contractor's expense, within ninety (90) calendar days after contract expiration, or as mutually agreed by the Government and the Contractor. Exceptions to this requirement shall be mutually agreed upon and written notice issued by the CO. Specific requirements will be addressed in individual TOs.

(End of Section F)

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 ACCOUNTING AND APPROPRIATION DATA

Accounting and appropriation data for obligations under the contract will be set forth in individual TOs.

G.2 PRIMARY GOVERNMENT ROLES AND RESPONSIBILITIES

The following subsections describe the roles and responsibilities of individuals and authorized users who will be the primary Points of Contact (POC) for the Government on matters regarding contract administration as well as other administrative information. The Government reserves the right to unilaterally change any of these individual assignments at any time.

G.2.1 Government Personnel

G.2.1.1 Program Manager (PM) – Overall Contract Level

The PM, within the Acquisition and Grants Office, Strategic Sourcing Acquisition Division, has overall responsibility for the ProTech program. The PM, with support of the COR, is responsible for the program related activities, including reporting, communications, marketing, outreach and training. The PM for the ProTech is:

Name: *Name and Contact information to be completed at award*
Address: National Oceanic and Atmospheric Administration
Acquisition and Grants Office (AGO)
Strategic Sourcing Acquisition Division
1325 East West Highway, Room
Silver Spring, MD 20910
Email:
Tel No:

G.2.1.2 1352.201-72 Contracting Officer Representative (COR) (APR 2010)

(a) _____ is hereby designated as the Contracting Officer's Representative (COR). The COR may be changed at any time by the Government without prior notice to the contractor by a unilateral modification to the contract. The COR is located at:

The COR, within the AGO, is responsible for the receipt and acceptance of the contract-level deliverables and reports and past performance reporting for the ProTech contracts. The COR supports the PM and the CO in the general management of the program and provides technical acquisition support to the TO CORs. The COR for ProTech *Domain* is:

Name: *Name and Contact information to be completed at award*

Address: National Oceanic and Atmospheric Administration
Acquisition and Grants Office (AGO)
Strategic Sourcing Acquisition Division
1325 East West Highway, Room
Silver Spring, MD 20910
Email:
Tel No:

(b) The responsibilities and limitations of the COR are as follows:

(1) The COR is responsible for the technical aspects of the contract and serves as technical liaison with the contractor. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.

(2) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Contracting Officer. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the FAR Case 2015-0013 contractor.

(End of clause)

G.2.1.3 1352.201-70 Contracting Officer's Authority (APR 2010)

The Contracting Officer (CO) – IDIQ Contract Level

The ProTech CO, within the AGO, Strategic Sourcing Acquisition Division (SSAD), has overall responsibility for administration of the ProTech contracts. The CO, without right of delegation, is the only person authorized to make or approve any changes in any of the requirements of this contract, and, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

The ProTech CO for this contract is:

Name: *Name and Contact information to be completed at award*
Address: National Oceanic and Atmospheric Administration
Acquisition and Grants Office (AGO)
Strategic Sourcing Acquisition Division
1325 East West Highway, Room
Silver Spring, MD 20910

Email:
Tel No:

(End of clause)

G.2.1.4 Task Order Contracting Officer's Representative (TO COR)

TO COs shall designate CORs for individual TOs who will be responsible for the day-to-day coordination of task orders. The TO COR will represent the TO CO in administration of technical details within the scope of the task order. The TO COR is also responsible for the final inspection and acceptance of all task order deliverables and reports, and such other responsibilities as may be specified in the task order. The TO COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the TO CO or the Government. The TO COR does not have authority to alter the Contractor's obligations or to change the TO specifications, price, terms or conditions. If, as a result of technical discussions, it is desirable to modify task order obligations or the specification, changes will be issued in writing and signed by the TO CO.

G.3 1352.216-76 PLACEMENT OF ORDERS (APR 2010)

(a) The contractor shall provide goods and/or services under this contract only as directed in Task Orders issued by authorized individuals. In accordance with FAR 16.505, each order will include:

- (1) Date of order;
- (2) Contract number and order number;
- (3) Item number and description, quantity, and unit price or estimated cost or fee;
- (4) Delivery or performance date;
- (5) Place of delivery or performance (including consignee);
- (6) Packaging, packing, and shipping instructions, if any;
- (7) Accounting and appropriation data;
- (8) Method of invoicing, payment and payment office, if not specified in the contract;
- (9) Any other pertinent information.

(b) In accordance with FAR 52.216-18, Ordering, the following individuals (or activities) are authorized to place orders against this contract:

All warranted NOAA AGO COs are considered designated ordering officials for ProTech. The Government will order any supplies and services to be furnished under this contract by issuing TOs from the effective date of the contract through the expiration date of the contract.

(c) If multiple awards have been made, the contact information for the ProTech Task Order ombudsman is:

Name and Contact information to be completed at award
National Oceanic and Atmospheric Administration
Acquisition and Grants Office

1325 East West Highway, Room xxx
Silver Spring, MD 20910

(End of clause)

G.3.1 Task Order (TO) Placement Procedures

The Contractor's professional and technical services shall be obtained on an as-needed basis (i.e., through the issuance of TOs). The Contractor shall perform the required effort for these services throughout the term of this contract. Issued TOs will identify the services required, provide specific technical details (including the schedule for all deliverables and the identification of any applicable Government-Furnished Property (GFP), Government-Furnished Information (GFI) and Government furnished workspace) and activate performance.

The following defines the process by which a fair opportunity will be afforded, and how a TO will be processed, priced, and awarded. It also defines specific, local provisions to be used for issues concerning task order consideration and payment. Careful attention should be paid to those areas in which the procedures, processes and provisions change due to use of a different contract type or pricing methodology.

G.3.2 Fair Opportunity Process

Each TO under ProTech will be issued in accordance with the Fair Opportunity procedures in FAR 16.505, Ordering as supplemented below. The TO CO, in consultation with the TO COR or other designated technical representatives, will examine the capabilities of the award holders in order to determine if a small business set-aside is appropriate for each order. After completing this examination, the TO CO may limit competition for an order to small businesses or a socio-economic category. The TO CO will then solicit proposals from the Prime contractors within the appropriate small business category, as applicable, or open the competition to all awardees within the Domain after review and coordination with NOAA Small Business Office and Small Business Administration (SBA).

Each request for an offer will include, at a minimum, the following information:

- (a) Offer number;
- (b) Date of Task Order Request;
- (c) End User Customer Organization;
- (d) Statement of Objectives (SOO), Statement of Work (SOW) or Performance Work Statement (PWS);
- (e) Instructions for submission of technical and cost/price offers;
- (f) Evaluation criteria and relative order of importance (if applicable);
- (g) Anticipated Contract Type;
- (h) Incumbent Contractor, if any;
- (i) Contracting organization POC: name, phone number, e-mail address and fax (*TO CO and Contract Specialist*); and
- (j) Offeror Due Date.

G.3.3 Fair Opportunity Exceptions

In accordance with the Federal Acquisition Streamlining Act (FASA) and FAR Part 16.505(b), Orders under Multiple Award Contracts, the TO CO will provide all awardees a fair opportunity to be considered for each order in excess of \$3,500, unless one of the exceptions applies.

G.3.4 Task Order Request for Offer

Each TO will identify the work to be performed. Through the Fair Opportunity Process, the Government may either conduct a(n):

- (a) Unrestricted competition in which all Prime Contractors within a Domain will be given the opportunity to compete after coordination with SBA; or
- (b) Small Business set aside in which competition will be limited to only Small Business, or a socioeconomic subcategory thereof, Prime Contractors within a Domain. The TO solicitation will notify Offerors if a set-aside will be used.

G.3.5 Task Order Request for Offer Process

- (a) Unless a fair opportunity exception or set-aside determination applies, the TO CO will issue a request for offer submission to Prime Contractors in the appropriate Domain.. The offer request will include a due date for submission and requirements documentation (SOO, SOW or PWS) that will include either the Government's objectives or a detailed description of work to be accomplished, the applicable task areas, a listing of the deliverables required and any additional data, as appropriate. The offer request will also include specific instructions for the submission of offers, selection criteria factors, the factors' relative importance, if applicable and other information deemed appropriate.
- (b) Contractors will be provided an adequate time to prepare and submit offers based on the estimated dollar value and complexity of the proposed TO. The due date will be set forth in each offer request. If unable to perform a requirement, Contractors shall submit a "no bid" justification in response to the offer request. All no bid justifications shall include a brief statement as to why the Contractor is unable to perform, e.g. conflict of interest. This notification should be submitted to the TO CO within five (5) days of offer request release.
- (c) *Technical Offers:* Responses will be streamlined and succinct, to the extent practical based on the estimated dollar value and complexity of the work, stating compliance or exception to requirements, risks, assumptions and conflict of interest issues. Unless specified, responses will not be a proposal as defined in FAR Part 15, Contracting by Negotiation, but only sufficient information to be considered compliant with the task order offer request. The TO CO, in consultation with the TO COR, will determine if the proposal lacks sufficient information for evaluation. Contractors need to seek clarification s regarding sufficient information within five (5) days of offer request release.
- (d) *Cost/Price Offers General Rationale:* A written cost/price offer submission shall always be required. This part of the offer shall include detailed cost/price amounts of all resources

required to accomplish the task, (i.e., labor mix, labor hours, rates, travel, incidental equipment, etc.). The fully burdened hourly rates specified or implied in the offer will not exceed the applicable ceiling rates established in Attachment J-2 of the contract. The offer must identify and justify use of all non-labor cost elements. It must also identify any Government Furnished Property (GFP) and Government Furnished Information (GFI) required for TO performance. If travel is specified in the TO statement of work, applicable airfare and local mileage, per diem rates by total days, number of trips and number of Contractor employees traveling shall be included in the cost proposal. For noncompetitive task order awards in excess of \$750,000, the TO CO will require certified cost or pricing data in accordance with FAR 52.215-20, Requirements for Certified Cost or Pricing Data or Data Other Than Certified Cost or Pricing Data unless an exception applies.

(1) *Firm-Fixed-Price (FFP), Time-and-Materials (T&M), and Labor-Hour Task Orders:* When pricing TO offers, the Contractor is expected to propose labor costs that are appropriate for the skill level of the work to be performed and for the location where the work is to be performed, and to provide a full explanation of the basis for the estimate, which will be reviewed by the Government. The fully burdened hourly rates specified or implied in the offer will often accordingly be lower than the ceiling rates established in the Attachment J-2, Ceiling Hourly Rate Tables. The reduced rates will apply only to the respective task order and will not change the proposed ceiling rates in the Attachment J-2, Ceiling Hourly Rate Tables.

(i) *Firm-Fixed-Price (FFP) Task Orders:* For FFP-type task orders, the contractor's offer will make clear into which direct labor categories covered by the ceiling hourly rates established in Attachment J-2 the contractor's proposed labor costs fall. Travel and materials, if applicable, may be estimated for each TO, including applicable other direct costs. Any amounts negotiated for travel and materials will be added to the extended price of all ordered items to arrive at the total price for the TO. Profit will not be paid on travel. Partial payment of FFP type TOs may be negotiated based on the completion of milestones.

(ii) *Time and Materials/Labor-Hour Task Orders:* The quantity of hours required from each labor category will be specified as deliverable hours billable at no higher than the ceiling rates specified in Attachment J-2, Ceiling Hourly Rate Tables, or as negotiated, if lower rates are offered or negotiated for the TO. Materials will be estimated for each TO and may include applicable other direct costs. For T&M type task orders, profit on materials is not allowable. Reimbursement under the contract shall be governed by the clause at FAR 52.232-7, Payments under Time and Materials and Labor-Hour Contracts (FEB 2007).

In the performance of T&M and labor-hour task orders, the hours billed shall show the labor hours performed by the prime contractor and each team member. In vouchering hours, the contractor will follow the same labor accounting practices used to develop the hourly labor rate.

(2) *Cost-Reimbursement Task Orders*: Cost/price offers shall include, as a minimum, a complete Work Breakdown Structure (WBS), which coincides with the detailed technical approach and provides proposed labor categories, hours, wage rates, direct/indirect rates, ODCs and fee.

(3) *Adequate Accounting System*:

(a) Cost-type task orders: The Contractor must have an adequate accounting system in accordance with FAR 16.301-3(a)(1). Evidence of an adequate accounting system would include a written opinion or other statement from the cognizant federal auditor (CFA) or the cognizant federal agency official (CFAO) that the system is approved or has been determined to be adequate. If available, the Contractor shall provide the audit report number and date associated with the accounting system review. If the Contractor does not have a copy of the report, the Contractor may furnish a copy of the audit report number.

If the Contractor does not have an accounting system that has been determined adequate by the CFA or CFAO, but believes its accounting system is adequate, the Contractor shall so state in its offer. As part of the TO-level evaluation process, the Government may obtain the necessary review by the CFA. The Contractor will be required to allow the CFA to review the accounting system and correct (or have a timely action plan to correct) any issues identified as precluding the system from being adequate.

The Contractor will provide the CFA name, address and telephone number and the point of contact as part of its task order offer. A task order offer will be rejected if the Contractor does not have an adequate accounting system unless the Government determines that the Contractor's action plan for correcting the accounting system is timely and acceptable. However, costs may not be paid under the contract until the Contractor's system has been determined adequate.

(b) T&M Task Orders: The Contractor shall maintain an adequate accounting system to substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by:

- (i) Individual daily job timekeeping records;
- (ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or
- (iii) Other substantiation approved by the Contracting Officer. (FAR 52.232-7(a)(5)).

(c) Fixed-Price Task Orders: The Contractor shall maintain an adequate accounting system to request contract financing under the progress payment clause (FAR 52.232-16).

(4) *Other Relevant Information:* This information shall always be in writing and shall address other relevant information as required by the contract or by the task order proposal request. The Contractor shall assume all costs associated with preparation of offers for TO awards as an indirect charge.

(e) *Evaluation of TO Offers:* Offer submissions will be evaluated in accordance with the evaluation criteria set forth in the TO offer submission request. The Government's award decision may include selection criteria which address past performance, technical/ management approach, will always involve an evaluation of cost/price, and any other criteria deemed relevant. Among other sources, evaluation of past performance may be based on past performance assessments provided by TO CORs on individual TOs performed throughout the life of the contract. For orders over \$5.5 million, the order of importance for the factors will be identified in each individual offer request. If necessary, during the evaluation of offers, the Government may contact a Contractor with questions concerning its offer. Upon completion of evaluations, the CO may issue a task order to the Contractor whose offer provides the greatest overall benefit to the Government.

(f) *Resolution of Issues:* In the event issues pertaining to a proposed task cannot be resolved to the satisfaction of the TO CO, the TO CO reserves the right to withdraw and cancel the proposed task. In such event, the Contractor(s) shall be notified in writing of the TO CO's decision. This decision is final and conclusive and shall not be subject to the "Disputes" clause or the "Contract Disputes Act."

(g) *Task Order Issuance:* TOs may be issued by e-mail, regular mail or facsimile.

(h) *Task Order Unique Labor Categories:* Task Order Unique Labor Categories are those categories not currently listed in the ProTech contract but may be required to perform certain task orders within the scope of ProTech. These additional labor categories and rates shall be approved by the TO CO. The additional labor category and rate shall apply to that specific TO only.

(i) *Debriefings:* An unsuccessful Contractor may request a debriefing from the TO CO if they were not selected for a TO award over \$5.5 million. In accordance with FAR Part 16.505(b)(6), the TO CO shall provide a debriefing to the Contractor to discuss the reasons why that Contractor was not selected.

(j) *Task Order Protests:* In accordance with FAR 16.505(a)(9), Ordering - General, no protest under Subpart 33.1 is authorized in connection with the issuance or proposed issuance of a TO under this contract, except for:

- (a) A protest on the grounds that the order increases the scope, period of performance, or maximum value of the contract; or
- (b) A protest of an order valued in excess of \$10 million. Protests of orders in excess of \$10 million may only be filed with the Government Accountability Office (GAO), in accordance with the procedures at FAR 33.104, *Protests to GAO*.

G.4 EVALUATION OF CONTRACTOR PERFORMANCE (SERVICES)

Past performance information, including performance of other ProTech TOs, is relevant for TO source selection purposes. It includes, but is not limited to, the Contractor's record of conforming to contract requirements and to standards of good workmanship; the Contractor's adherence to contract schedules, including administrative aspects of performance; the Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Contractor's business-like concern for the interests of the customer.

- (a) Purpose - In accordance with FAR 42.1502, the Contractor's performance will be periodically evaluated by the Government in CPARS, in order to provide current information for source selection purposes. These evaluations will therefore be marked "Source Selection Information."
- (b) Performance Evaluation Period - The Contractor's performance will be evaluated at least annually. The TO COR will complete a TO evaluation using the Contractor Performance Assessment Reporting System (CPARS). CPARS is a web-enabled tool for the TO COR to evaluate the Contractor's performance; and for the Contracting Officer and Contractor to review, comment on, and approve evaluations.
- (c) Evaluators - The performance evaluation will be completed jointly by the TO COR, TO CO, TO Contract Specialist, and technical representatives, as required.
- (d) Performance Evaluation Factors - The contractor's performance will be evaluated in accordance with the factors identified within each request for offer..
- (e) Contractor Review - A copy of the evaluation will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor shall submit comments, rebutting statements, or additional information to the TO Contracting Officer within 30 calendar days after receipt of the evaluation. The tool can be accessed at <http://www.cpars.csd.disa.mil>. The Contractor will be allowed thirty (30) calendar days to submit comments, rebutting statements, or additional information. Comments, if any, shall be retained as part of the evaluation record. The completed evaluation shall not be released to other than Government personnel.
- (f) Resolving Disagreements between the Government and the Contractor - Disagreements between the parties regarding the evaluation will be reviewed at a level above the Contracting Officer. The ultimate conclusion on the performance evaluation is a decision of the contracting agency. Copies of the evaluation, contractor's response, and review comments, if any, will be retained as part of the evaluation.
- (g) Release of Contractor Performance Evaluation Information - The completed evaluation will be available to Government source selection personnel through the Past Performance Information Retrieval System (PPIRS). Disclosure of such information outside the government could cause harm both to the commercial interest of the Government and to the competitive

position of the contractor being evaluated as well as impede the efficiency of Government operations.

(h) Retention Period - The agency will retain past performance information for a maximum period of three years after completion of contract performance for the purpose of providing source selection information for future contract awards.

G.5 1352.245-70 GOVERNMENT FURNISHED PROPERTY (APR 2010)

The Government will specify any Government property provided to the Contractor in specific Task orders. The Contractor shall be accountable for, and have stewardship of, the property in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with provisions of the "Government Property" clause included in this contract to include:

Item No.

Description

Quantity

Delivery Date

Property/Tag Number (if applicable)

(End of clause)

G.6 1352.237-74 PROGRESS REPORTS (APR 2010)

(End of Section G)

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Also, the full text can be accessed electronically at the following internet address: <http://www.acquisition.gov/far/>.

CAR Part	Title and Date
1352.208-70	Restrictions On Printing And Duplicating (APR 2010)
1352.209-73	Compliance With The Laws (APR 2010)
1352.216-74	Task Orders (APR 2010)
1352.227-70	Rights In Data, Assignment Of Copyright (APR 2010)
1352.228-70	Insurance Coverage (APR 2010)
1352.228-71	Deductibles Under Required Insurance Coverage - Cost Reimbursement (APR 2010)
1352.228-72	Deductibles Under Required Insurance Coverage- Fixed Price (APR 2010)
1352.228-76	Approval Of Group Insurance Plans (APR 2010)
1352.231-71	Duplication Of Effort (APR 2010)
1352.237-70	Security Processing Requirements - High Or Moderate Risk Contracts (APR 2010)
1352.237-73	Foreign National Visitor And Guest Access To Departmental Resources (APR 2010)
1352.239-72	Security Requirements For Information Technology Resources (APR 2010)

H.2 AUTHORIZED USERS

This Contract is available for the use by the NOAA, its Line and Corporate Staff Offices, as well as other Department of Commerce Bureaus.

H.3 CONTRACTOR JUSTIFICATION FOR OTHER DIRECT COSTS (ODC)

All materials required for performance under the TOs issued pursuant to this contract that are not Government-furnished, shall be furnished by the Contractor. The Contractor shall include a detailed description of all proposed materials in individual TO proposals. When required in individual TOs, the Contractor shall submit the documentation required to the CO for approval prior to entering into any equipment lease or purchase agreement. Materials are defined in the clause at 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts.

H.4 SELECTED ITEMS OF COSTS

H.4.1 Travel Costs

(a) Contractor personnel may be required to travel to support the requirements of this contract and as stated in individual TOs. Long distance and local travel may be required both in the Continental United States (CONUS) and Outside the Continental United States (OCONUS).

For those TOs requiring travel, the Contractor shall include estimated travel requirements in the proposal. The Contractor shall then coordinate specific travel arrangements with the individual TO COR to obtain advance, written approval for the travel about to be conducted. The Contractor's request for travel shall be in writing and contain the purpose, dates, locations and estimated costs of the travel.

(b) If any travel arrangements cause additional costs to the TO that exceed those previously negotiated, written approval by TO modification issued by the TO CO is required, prior to undertaking such travel.

(c) The Contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase. Charges associated with itinerary changes, and cancellations under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement. Travel performed for personal convenience or daily travel to and from work at the Contractor's facility or local Government facility (i.e., designated work site) shall not be reimbursed hereunder. Costs associated with Contractor travel shall be in accordance with FAR Part 31.205-46, *Travel Costs*.

H.4.2 Training

The Government will not allow costs, nor reimburse costs associated with the Contractor training employees in an effort to attain and maintain minimum required personnel qualifications. Other training may be approved on a case-by-case basis by the TO CO. Attendance at workshops or a symposium is considered training for purposes of this clause; however task order services such as organizing, presenting results, or rapport (list not inclusive) are not considered training.

H.4.3 General Purpose Office Equipment and IT

The cost of acquisition of General Purpose Office Equipment (GPOE) and IT shall not be allowable as direct charges to this contract. The Contractor is expected to have the necessary facilities to perform the contract requirements, including any necessary GPOE and IT. GPOE means equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc. "IT" means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, movement, control, display, switching, interchange, transmission, or reception of data or information. IT includes computers, ancillary equipment, software, firmware and similar products, services (including support services), and related resources.

H.5 GOVERNMENT PROPERTY, INFORMATION, WORKSPACE

The Government may provide the items listed below as necessary, for the Contractor to fulfill the tasks described in TO SOWs.

(a) *Government-Furnished Property (GFP)*. The Government may provide hardware and software requiring technical analysis, evaluation, verification, or study in support of a specific task. Such GFP will be specified in individual TOs. GFP provided to the Contractor in support of individual TOs shall be tracked through applicable procedures provided by the TO CO

in accordance with the FAR. Property shall be accounted for and marked accordingly for identification and tracking purposes with the Contract Number, TO Number, Serial Number and other information as required by the TO CO. The Government does not generally intend to provide hardware/software equipment required to accomplish day-to-day work requirements in support of the overall contract-level effort. All GFP shall be returned to the Government at the completion of each TO unless otherwise specified.

(b) *Government-Furnished Information (GFI)*. The Government may provide information (e.g., technical data, applicable documents, plans, regulations, specifications, etc.) in support of a specific task. Such GFI will be specified in individual TOs.

(c) *Government-Furnished Workspace*. Any Government-furnished workspace will be specified in individual TOs.

H.5.1 Contractor Acquired Property

In the event the Contractor is required to purchase property in the performance of this contract, compliance with the procedures of FAR Part 45, *Government Property*, is required.

H.5.2 Disposition of Government Property

Thirty (30) calendar days prior to the end of the TO period of performance, or upon termination of the contract, the Contractor shall furnish to the TO COR a complete inventory of all Government Property in its possession under the TO that has not been tested to destruction, completely expended in performance, or incorporated and made a part of a deliverable end item. The TO COR will furnish disposition instructions on all listed property which was furnished or purchased under the TO.

H.6 PERFORMANCE-BASED SERVICES CONTRACTING (PBSC)

Through the direction of the Office of Management and Budget (OMB), Office of Federal Procurement Policy (OFPP), performance-based contracting techniques will be applied to task orders issued under this contract to the maximum extent practicable. For information about Performance-based Service Contracting (PBSC), refer to OFPP's Best Practices Handbook located at www.whitehouse.gov/omb.

PBSC task orders must include at a minimum:

- (a) Performance requirements that define the work in measurable, mission-related terms;
- (b) Performance standards (i.e., quality, quantity, timeliness) tied to the performance requirements;
- (c) A Government Quality Assurance Surveillance Plan (QASP) or other suitable plan that describes how the Contractor's performance will be measured against the performance standards or service level agreements (SLAs); and

(d) If the acquisition is either critical to agency mission accomplishment or requires relatively large expenditures of funds, positive and negative incentives tied to the performance standards/SLAs.

H.7 DISCLOSURE OF “OFFICIAL USE ONLY” INFORMATION SAFEGUARDS

Any Government information made available, or to which access is provided, and which is marked or should be marked “*Official Use Only*,” shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person, except as may be necessary in the performance of the contract. Disclosure to anyone other than an officer or employees of the Contractor or Subcontractor at any tier shall require prior written approval of the TO CO. Requests to make such disclosure should be addressed to the TO CO.

H.8 DISCLOSURE OF INFORMATION--OFFICIAL USE ONLY

Each officer or employee of the Contractor or Subcontractor at any tier to whom “*Official Use Only*” information may be made available or disclosed, shall be notified in writing by the Contractor that “*Official Use Only*” information disclosed to that individual can be used only for a purpose, and to the extent authorized herein, and that further disclosure of any such “*Official Use Only*” information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. Sections 641 and 3571. Section 641 of 18 U.S.C. provides, in pertinent part, that whoever knowingly converts to his use or the use of another, or without authority sells, conveys, or disposes of any record of the United States or whoever receives the same with the intent to convert it to his use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine or imprisoned up to 10 years, or both. The Contractor, its Subcontractors and their employees may be asked to execute Non-disclosure Agreements (NDAs) before commencing contract or TO performance.

H.9 STANDARD OF CONDUCT AT GOVERNMENT FACILITIES

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, attendance, accessibility, and integrity; and shall be responsible for taking such disciplinary action with respect to its employees, as necessary.

H.10 ADVERTISEMENTS, PUBLICIZING AWARDS AND NEWS RELEASES

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any publicity/news release or commercial advertising without first obtaining explicit written consent to do so from the ProTech PM. This restriction does not apply to marketing materials developed for presentation to potential Government customers of this contract vehicle.

For task orders, the Contractor shall also obtain the written consent of the TO CO. The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state, or imply that the product or service provided is endorsed or preferred by the Federal Government, or is considered by the Government to be superior to other products or services.

H.11 CONTRACTOR WEB PAGE

It is desired that each Contractor maintain a publicly available webpage throughout the period of performance of the contract. The purpose of the webpage is for the Contractor to communicate with potential NOAA clients regarding the Contractor's ability to provide professional support services for all NOAA Program Offices, Directorates, and other activities. The webpage should demonstrate the most current capabilities associated with different products or business areas. The webpage should be easily accessible from the Contractor's front page, intuitive for computer users, and Section 508 compliant. This webpage, at minimum, should include the following items:

- (a) A list of corporate experience providing professional support services relevant to ProTech, listed by functional area and NOAA Program Office, Directorate and specific program, as appropriate. The Contractor may also include a description of the products (deliverables) provided to support government market research;
- (b) A description of the Contractor's quality assurance program and certifications;
- (c) Point(s) of Contact for information related to ProTech contracts and TOs;

The Contractor shall provide the ProTech PM with the web address within ten (10) Government working days of receipt of the contract.

H.12 CONTRACTOR EMPLOYEES' IDENTIFICATION

During the period of this contract, the rights of ingress and egress to and from any Government office for Contractor's personnel shall be made available, as deemed necessary by the Government. All Contractor employees must identify themselves as contractors in all communications. All Contractor employees, whose duties under this contract require their presence at any Government facility, shall be clearly identifiable by a distinctive badge furnished by the Government. In addition, corporate identification badges may be worn on the outer garment. Obtaining the corporate identification badge is the sole responsibility of the Contractor. All prescribed information shall immediately be delivered to the appropriate Government Security Office for cancellation or disposition upon the termination of employment of any Contractor personnel. All on-site Contractor personnel shall abide by security regulations applicable to that site.

H.13 TEAMING ARRANGEMENTS

Because of the diversity of professional and technical work contemplated under this contract, the Government anticipates that teaming may occur at the contract and TO level. Contractors shall consider the following as it relates to teaming arrangements under ProTech. Note that teaming is NOT required in order for an Offeror to submit a proposal, and be awarded a contract or order under ProTech. However, Offerors may consider teaming as a means to more fully meet the array of requirements and resources potentially required under ProTech.

- (a) "*Prime Contractor*" as used within the ProTech teaming relationship means the principal member proposing for the team who will be responsible for performance of the contract, and

who will be the Government's single POC and representative for the team following award, including all TOs.

(b) A team arrangement does not limit the Government's rights to:

- (1) Require consent to subcontract per FAR 52.244-2; and
- (2) Hold the prime contractor fully responsible for contract performance.

(c) The addition of team members (subcontractors) will be allowed and administered on a task order basis. If a subcontractor is to be added/removed under a specific TO, TO CO approval may be required prior to implementing the change.

(d) Joint Venture. An Offeror may submit a proposal as a Joint Venture (JV), however, all proposal submission documents must be in the name of the JV, not individual partners of the JV. Offerors who are JVs may submit a proposal under this solicitation subject to the following conditions:

1. The JV is registered in SAM.GOV and has a corresponding DUNS Number;
2. The JV meets the definition of a Joint Venture for size determination purposes (FAR 19.101(7)(i));
3. The JV must meet the requirements of 13 CFR 125.15(b);
4. The JV fills out and submits the Representations and Certifications in Section K; and,
5. The Offeror must submit a complete copy of the JV agreement that established the relationship, disclosing the legal identity of each partner of the JV, the relationship between the partners, the form of ownership of each team member, any limitations on liability or authority for each partner, and a specific statement of what resources each partner provides the JV arrangement. In addition, the JV must:
 - i. Clearly identify the entities which make up the JV relationship, including disclosure of the primary point of contact for each of the partners of the JV;
 - ii. Disclose the member of the JV that is designated as the "team lead," and clearly explain the specific duties/responsibilities of the "team lead" relative to the other members of the team and to the Government;
 - iii. Describe the specific duties/responsibilities of each partner of the team as they relate to each other and explain the specific duties/responsibilities that each team have for purposes of contract performance under ProTech; and
 - iv. Address the duration of the JV, including when it became effective, when it expires, and the basis for termination.

Note: Offerors should note that for purposes of providing past performance information and for evaluating past performance, only past performance of the JV, and not that of its members, will be considered.

(d) Small Business Liaison Officer (SBLO): Each ProTech prime Contractor shall provide an overarching ProTech SBLO as Key Personnel. The ProTech SBLO shall serve as a single point of contact for prospective subcontractors and continuously review the market place for companies that provide new and innovative products and professional services appropriate for

subcontract. The ProTech Prime Contractor is also encouraged to have non-exclusive access to multiple product and service providers.

H.14 SUBCONTRACTING

(a) Each large business offeror's proposal must meet the minimum mandatory Total Small Business Subcontracting goal of 30% (through collective small business participation from any type of small business or sub-category small business). The subcategory small business goals are NOT mandatory. However, the Government will evaluate the proposals to determine which offeror(s) propose the best value in terms of meeting all the Small Business Participation goals herein. The goals are:

Type of Business	Goal % of Total Planned Subcontracting Dollars
Small Business (SB)	30%
Small Disadvantaged Businesses (SDB)	5%
Women-Owned Small Businesses (WOSB)	5%
Service-Disabled Veteran-Owned Small Business (SDVOSB)	3%
Veteran-Owned Small Business	3%
HUBZone	3%

(b) The Government will require a subcontracting plan, as prescribed in FAR 52.219-9, Small Business Subcontracting Plan, at the task order level.

(c) When a TO solicitation requires submission of a subcontracting plan as part of a proposal evaluation factor, the Contractor shall submit detailed subcontracting information as instructed in the TO solicitation, and is responsible for compliance with the subcontracting plan that is negotiated and approved by the TO CO throughout the contract period.

(d) At the discretion of the TO CO, if the TO CO finds that the contractor failed to make a good faith effort to comply with its subcontracting plan upon completion of the TO performance, the TO CO may issue a final decision to the Contractor to that effect, and require the payment of liquidated damages in an amount stated, or appropriate contractual remedies to be processed in accordance with FAR 19.705-7, Liquidated Damages.

H.15 INCORPORATION OF SUBCONTRACTING PLAN

The Master [*insert Contractor name*] subcontracting plan, dated [*insert date*], in response to the ProTech solicitation, and submitted in accordance with FAR 52.219-9, Small Business Subcontracting Plan, is hereby approved and incorporated herein.

H.16 NOTIFICATION REQUIREMENTS UNDER T&M AND COST REIMBURSEMENT CONTRACTS

Contractor notification requirements for FAR Clause 52.232-20(b), Limitation of Cost, FAR Clause 52.232-22 (c), Limitation of Funds, for CPFF and CPAF task orders, and FAR

Clause 52.232-7(d), Payments under Time and Materials and Labor-Hours, for T&M TOs (clauses are in Section I by reference), shall be accomplished only by separate correspondence directed to the TO CO with copies to the TO COR. No other form of “notification” (e.g., mention in any type of monthly progress or status report) will effect compliance. Further, notification to any individual other than the TO CO shall not constitute compliance with this requirement.

H.17 INTERRELATIONSHIPS OF CONTRACTORS

(a) The Government has entered into other contractual relationships in order to provide professional and technical support services in the conduct of NOAA’s mission separate from the work to be performed under this contract, yet having links and interfaces to them. Further, the Government may extend these existing relationships or enter into new relationships. The Contractor may be required to coordinate with such other Contractor(s) through the COR or TO COR in providing suitable, non-conflicting technical interfaces and avoidance of duplication of effort. Through suitable taskings, these other Contractor(s) may be requested to assist the Government in the technical review of the Contractor’s technical efforts. Information on reports provided under this SOW may, at the discretion of the Government, be provided to such other Contractor(s) for the purpose of such review.

(b) In accordance with H.7, a NDA, as appropriate, shall be signed by all Contractor employees assigned to perform services under a TO *prior* to any work commencing on the TO.

H.18 OBSERVANCE OF LEGAL HOLIDAYS AND EXCUSED ABSENCE

(a) The Government hereby provides notification that Government personnel observe the listed days as holidays:

- | | |
|-----------------------------------|----------------------|
| (1) New Year's Day | (6) Labor Day |
| (2) Martin Luther King's Birthday | (7) Columbus Day |
| (3) President’s Day | (8) Veterans' Day |
| (4) Memorial Day | (9) Thanksgiving Day |
| (5) Independence Day | (10) Christmas Day |

(b) In addition to the days designated as holidays, the Government observes the following days:

- (1) Any other day designated by Federal Statute
- (2) Any other day designated by Executive Order
- (3) Any other day designated by the President’s Proclamation

(c) It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement of compensation except as set forth within the contract. In the event the Contractor’s personnel work during the holiday, they may be reimbursed by the Contractor; however, no form of holiday or other premium compensation will be reimbursed either as a

direct or indirect cost, other than their normal compensation for the time worked. This provision does not preclude reimbursement for authorized overtime work if applicable to this contract.

(d) When the Federal entities grant excused absence to its employees, the Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the TO CO or the TO COR.

(e) If Government personnel are furloughed, the Contractor shall contact the TO CO, or the TO COR to receive direction. It is the Government's decision as to whether the contract price/cost will be affected. Generally, the following situations apply:

(1) Contractor personnel that are able to continue contract performance (either on-site or at a site other than their normal work station), shall continue to work and the contract price shall not be reduced or increased.

(2) Contractor personnel that are not able to continue contract performance (e.g., support functions), may be asked to cease their work effort.

(f) In those situations that Government personnel are furloughed, the Contractor may not invoice for their employees working during the Government furlough, until such time as the special legislation affecting Government personnel is signed into law.

(g) Nothing in this clause abrogates the rights and responsibilities of the parties relating to stop work provisions as cited in other sections of this contract.

H.19 ON-LINE PROPOSAL AND ORDERING CAPABILITY

In the future, NOAA may establish an internet portal for the purpose of electronic and paperless TO processing. The Contractor will be required to support the electronic information requirements of the portal. The processing procedures and information requirements will be written into the contract at the time such capability is implemented.

H.20 POST AWARD CONFERENCE

The Contractor shall participate in a post award conference, for the Domain awarded, which will be held within thirty (30) business days after contract award. The purpose of the post award conference is to aid both the Contractor and the Government in achieving a clear and mutual understanding of all contract requirements and identify and resolve potential problems (See FAR Subpart 42.5, *Post award Orientation*).

The ProTech PM is responsible for establishing the time and place of the conference and will notify the appropriate Government representatives and the Contractors. The ProTech PM and contract CO will act as co-chairpersons at the conference. The conference may be conducted at a location within the Washington, DC commuting area at the Government's discretion or regionally to facilitate Contractor attendance.

The Contractor shall attend post award conferences on task orders as required. The TO post award conferences will establish work level points of contact for the TO, determine the TO administration strategy, roles and responsibilities and ensure prompt payment and TO closeout.

H.21 ON RAMP

The Government reserves the right to utilize an “On Ramp” process to manage the recertification process and maintain a sufficient number of contract awardees for ProTech Small Businesses. Consistent with FAR 16.504(c)(1)(ii)(A), the Government has determined that at all times during the term of the ProTech contract, there remain an adequate number of Small Business Prime contractors eligible to compete for TOs within each Domain. Over time, the total number of Small Business Prime contractors may fluctuate due to various reasons including industry consolidation, significant changes in the marketplace or advances in technology, general economic conditions, or other reasons. Recognizing this, NOAA intends to periodically review the total number of ProTech Small Business Prime contractors participating within each Domain in the ProTech ordering process, and determine whether it would be in the Government’s best interest to initiate an open season to add new contractors to the ProTech contract program by Domain. This is a discretionary, unilateral authority of the Government, and may be used in any of the small business set-aside categories.

H.22 1352.209-74 ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010)

(a) *Purpose.* The purpose of this clause is to ensure that the contractor and its subcontractors:

(1) Are not biased because of their financial, contractual, organizational, or other interests which relate to the work under this contract, and

(2) Do not obtain any unfair competitive advantage over other parties by virtue of their performance of this contract.

(b) *Scope.* The restrictions described herein shall apply to performance or participation by the contractor, its parents, affiliates, divisions and subsidiaries, and successors in interest (hereinafter collectively referred to as “contractor”) in the activities covered by this clause as a prime contractor, subcontractor, co-sponsor, joint venture, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(c) *Warrant and Disclosure.* The warrant and disclosure requirements of this paragraph apply with full force to both the contractor and all subcontractors. The contractor warrants that, to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, and that the contractor has disclosed all relevant information regarding any actual or potential conflict. The contractor agrees it shall make an immediate and full disclosure, in writing, to the Contracting Officer of any potential or actual organizational conflict of interest or the existence of any facts that may cause a reasonably prudent person to question the contractor's impartiality because of the appearance or existence of bias or an unfair competitive advantage. Such

disclosure shall include a description of the actions the contractor has taken or proposes to take in order to avoid, neutralize, or mitigate any resulting conflict of interest.

(d) *Remedies.* The Contracting Officer may terminate this contract for convenience, in whole or in part, if the Contracting Officer deems such termination necessary to avoid, neutralize or mitigate an actual or apparent organizational conflict of interest. If the contractor fails to disclose facts pertaining to the existence of a potential or actual organizational conflict of interest or misrepresents relevant information to the Contracting Officer, the Government may terminate the contract for default, suspend or debar the contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) *Subcontracts.* The contractor shall include a clause substantially similar to this clause, including paragraphs (f) and (g), in any subcontract or consultant agreement at any tier expected to exceed the simplified acquisition threshold. The terms “contract,” “contractor,” and “Contracting Officer” shall be appropriately modified to preserve the Government's rights.

(f) *Prime Contractor Responsibilities.* The contractor shall obtain from its subcontractors or consultants the disclosure required in FAR Part 9.507–1, and shall determine in writing whether the interests disclosed present an actual, or significant potential for, an organizational conflict of interest. The contractor shall identify and avoid, neutralize, or mitigate any subcontractor organizational conflict prior to award of the contract to the satisfaction of the Contracting Officer. If the subcontractor's organizational conflict cannot be avoided, neutralized, or mitigated, the contractor must obtain the written approval of the Contracting Officer prior to entering into the subcontract. If the contractor becomes aware of a subcontractor's potential or actual organizational conflict of interest after contract award, the contractor agrees that the Contractor may be required to eliminate the subcontractor from its team, at the contractor's own risk.

(g) *Waiver.* The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the contractor may at any time seek a waiver from the Head of the Contracting Activity by submitting such waiver request to the Contracting Officer, including a full written description of the requested waiver and the reasons in support thereof.

(End of clause)

H.23 1352.237-75 KEY PERSONNEL (Apr 2010)

(a) The Contractor shall assign to this contract the following key personnel: Program Manager, Contracts Manager, and Small Business Liaison Officer (if proposing a teaming approach).

(b) The Contractor shall obtain the consent of the Contracting Officer prior to making key personnel substitutions. Replacements for key personnel must possess qualifications equal to or

exceeding the qualifications of the personnel being replaced, unless an exception is approved by the Contracting Officer.

(c) Requests for changes in key personnel shall be submitted to the Contracting Officer at least 15 working days prior to making any permanent substitutions. The request should contain a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contracting Officer will notify the Contractor within 10 working days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect and approved changes.

(End of Clause)

Key personnel are those Contractor personnel the Government considers essential to the performance of the ProTech contract and subsequent TOs. If the Government determines that additional personnel are key to successful completion of a TO, they will be designated as "TO Key Personnel" in the TO. The Contractor shall notify the TO CO and the TO COR prior to making any changes in TO Key Personnel.

(End of Section H)

SECTION I CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text may be accessed electronically at the following Internet address:

<http://www.acquisition.gov/far/>.

FAR Part	Title and Date
52.202-1	Definitions (NOV 2013)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (MAY 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (MAY 2014)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2012)
52.203-13	Contractor Code of Business Ethics and Conduct (APR 2010)
52.203-14	Display of Hotline Poster(s) (OCT 2015)
52.203-15	Whistleblower Protections Under the American Recovery And Reinvestment Act of 2009 (APR 2014)
52.204-2	Security Requirements (AUG 1996)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (MAY 2011)
52.204-7	Central Contractor Registration (APR 2008)
52.204-8	Annual Representations and Certifications (DEC 2014)
52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015)
52.204-11	American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010)
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representation (NOV 2015)
52.209-5	Certification Regarding Responsibility Matters (OCT 2015)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment (OCT 2015)
52.209-7	Information Regarding Responsibility Matters (JUL 2013)
52.209-8	Updates of Information Regarding Responsibility Matters (JUL 2013)
52.215-2	Audit and Records--Negotiation (OCT 2010)
52.215-8	Order of Precedence -- Uniform Contract Format (OCT 1997)
52.215-10	Price Reduction For Defective Cost Or Pricing Data (AUG 2011)
52.215-12	Subcontractor Cost Or Pricing Data (OCT 2010)
52.215-14	Integrity of Unit Prices (OCT 2010)
52.215-15	Pension Adjustments and Asset Reversions (OCT 2010)

FAR Part	Title and Date
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)
52.215-21	Requirements for Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data – Modifications (OCT 2010)
52.215-23	Limitations on Pass-Through Charges (OCT 2009)
52.216-4	Economic Price Adjustment – Labor and Material (JAN 1997)
52.216-7	Allowable Cost and Payment (JUN 2013)
52.216-8	Fixed Fee (JUN 2011)
52.216-10	Incentive Fee (JUN 2011) (Applicable to Cost Plus Incentive Fee TOs only)
52.216-16	Incentive Price Revision-Firm Target (OCT 1997) (Applicable to Fixed Price (Firm Target) Incentive TOs only)
52.216-17	Incentive Price Revision-Successive Target (OCT 1997) (Applicable to Fixed Price (Successive Target) Incentive TOs only)
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014)
52.219-8	Utilization of Small Business Concerns (OCT 2014)
52.219-9	Small Business Subcontracting Plan (OCT 2015)
52.219-14	Limitations on Subcontracting (NOV 2011)
52.219-16	Liquidated Damages – Subcontracting Plan (JAN 1999)
52.219-27	Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011)
52.222-2	Payment for Overtime Premiums (JUL 1990)
52.222-3	Convict Labor (JUN 2003)
52.222-21	Prohibition of Segregated Facilities (APR 2015)
52.222-26	Equal Opportunity (APR 2015)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (OCT 2015)
52.222-36	Affirmative Action for Workers with Disabilities (JUL 2014)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (OCT 2015)
52.222-48	Exemption from Application Of Service Contract Act Provisions – Contractor Certification (MAY 2014)
52.222-50	Combating Trafficking in Persons (MAR 2015)
52.222-54	Employment Eligibility Verification (OCT 2015)
52.222-100	Notification of Employee Rights under the National Labor Relations Act (JUN 2010)
52.223-5	Pollution Prevention and Right-To-Know Information (MAY 2011)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-10	Waste Reduction Program (MAY 2011)
52.223-15	Energy Efficiency in Energy-Consuming Products (DEC 2007)
52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)
52.224-1	Privacy Act Notification (APR 1984)

FAR Part	Title and Date
52.224-2	Privacy Act (APR 1984)
52.225-5	Trade Agreements (NOV 2013)
52.225-8	Duty-Free Entry (OCT 2010)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.227-1	Authorization and Consent (DEC 2007)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
52.227-3	Patent Indemnity (APR 1984)
52.227-14	Rights in Data - General – Alternate IV (MAY 2014)
52.227-17	Rights in Data-Special Works (DEC 2007) (Applicable to FC2 TOs only)
52.227-19	Commercial Computer Software License (DEC 2007)
52.228-5	Insurance – Work on a Government Installation (JAN 1997)
52.228-7	Insurance – Liability to Third Persons (MAR 1996)
52.229-3	Federal, State, and Local Taxes (FEB 2013)
52.230-1	Cost Accounting Standards Notices and Certification (OCT 2015)
52.230-2	Cost Accounting Standards (OCT 2015)
52.230-3	Disclosure and Consistency of Cost Accounting Practices (OCT 2015)
52.230-6	Administration of Cost Accounting Standards (JUN 2010)
52.232-1	Payments (APR 1984)
52.232-7	Payments Under Time and Materials and Labor-Hour Contracts (AUG 2012)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-9	Limitation of Withholding of Payments (APR 1984)
52.232-11	Extras (APR 1984)
52.232-16	Progress Payments (APR 2012)
52.232-17	Interest (MAY 2014)
52.232-18	Availability of Funds (APR 1984)
52.232-19	Availability of Funds for the Next Fiscal Year (APR 1984)
52.232-20	Limitation of Cost (APR 1984)
52.232-22	Limitation of Funds (APR 1984)
52.232-23	Assignment of Claims (MAY 2014)
52.232-25	Prompt Payment (JUL 2013) ALT I (FEB 2002)
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration (JUL 2013)
52.233-1	Disputes (MAY 2014) ALT I (DEC 1991)
52.233-3	Protest After Award (AUG 1996) ALT I (JUN 1985)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
52.237-3	Continuity of Services (JAN 1991)
52.239-1	Privacy or Security Safeguards (AUG 1996)
52.242-1	Notice of Intent to Disallow Costs (APR 1984)
52.242-3	Penalties for Unallowable Costs (MAY 2014)2014)
52.242-4	Certification of Final Indirect Costs (JAN 1997)
52.242-13	Bankruptcy (JUL 1995)

FAR Part	Title and Date
52.243-1	Changes--Fixed-Price (AUG 1987) ALT II (APR 1984)
52.243-2	Changes – Cost Reimbursement (AUG 1987) ALT I and ALT II (APR 1984)
52.243-3	Changes–Time and Materials or Labor Hours (SEP 2000)
52.244-2	Subcontracts (OCT 2010)
52.244-5	Competition in Subcontracting (DEC 1996)
52.244-6	Subcontracts for Commercial Items (DEC 2015)
52.245-1	Government Property (APR 2012)
52.245-2	Government Property Installation Operation Services APR 2012)
52.245-9	Use and Charges (APR 2012)
52.246-25	Limitation of Liability – Services (FEB 1997)
52.248-1	Value Engineering (OCT 2010)
52.249-2	Termination for Convenience of the Government (Fixed Price) (APR 2012)
52.249-4	Termination for Convenience of the Government (Services)(Short-Form) (APR 1984)
52.249-6	Termination (Cost Reimbursement)(MAY 2004) and ALT IV (SEP 1996)
52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)
52.249-14	Excusable Delays (APR 1984)
52.251-1	Government Supply Sources (APR 2012)
52.253-1	Computer Generated Forms (JAN 1991)

I.2 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 calendar days.
- (2) The Contractor shall also notify the ACO within 30 calendar days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall-

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.3 52.216-18 ORDERING (OCT 1995).

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from _____ through _____ *[insert dates]*.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from _____ through _____ *[insert dates]*.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within ____ *[insert the period of time within which the Contracting Officer may exercise the option]*.

(End of Clause)

I.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 days *[insert the period of time within which the Contracting Officer may exercise the option]*; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of Clause)

I.7 POST-AWARD SMALL BUSINESS PROGRAM RE-REPRESENTATION (FAR 52.219-28) (APR 2009)

(a) *Definitions.* As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall re-represent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
- (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
- (3) For long-term contracts—

- (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
- (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall re-represent its size status in accordance with the size standard in effect at the time of this re-representation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the re-representation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application (ORCA) and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following re-representation and submit it to the contracting office, along with the contract number and the date on which the re-representation was completed:

The Contractor represents that it is, is not a small business concern under NAICS Code _____ assigned to contract number _____.

Contractor Authorized Signature:

Printed Name:

Title:

Date:

I.8 PERFORMANCE-BASED PAYMENTS (FAR 52.232-32) (JAN 2008) (For Task Orders only if applicable)

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the _____ [*Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"*] day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise

determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's—
(i) Failure to make progress; or
(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "*Property*," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

- (i) Parts, materials, inventories, and work in process;
- (ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;
- (iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and
- (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.*, the termination or special tooling clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not—

- (i) Delivered to, and accepted by, the Government under this contract; or
- (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) *Reservation of rights.*

(1) No payment or vesting of title under this clause shall—

- (i) Excuse the Contractor from performance of obligations under this contract; or
- (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause—

- (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
- (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that—

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

- (3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
- (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and
- (5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

**I.9 TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS—
NON-COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE
COMPETITION (FAR 52.216-29) (FEB 2007)**

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The Offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit.
- (c) The Offeror proposed as a core team must establish a blended rate for each category of labor to be performed by the Offeror and any core team member. The Offeror must establish fixed hourly rates using separate rates for each category of labor to be performed by each subcontractor and for each category of labor to be performed by the Offeror, and for each category of labor to be transferred between divisions, subsidiaries, or affiliates of the Offeror under a common control.

(End of provision)

Note: Contractor shall submit proposals in accordance with the provision at 52.216-30, Time-and-Materials/Labor-Hour Proposal Requirements - Non-Commercial Item Acquisitions without Adequate Price Competition, in solicitations for noncommercial items contemplating use of a Time-and-Materials or Labor-Hour type of contract if the price is not expected to be based on adequate price competition (if the contractor is unsure whether there will be adequate price competition, the contractor shall contact the TO CO for the specific task.)

**I.10 TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS—
NON-COMMERCIAL ITEM ACQUISITION WITHOUT ADEQUATE PRICE
COMPETITION (FAR 52.216-30) (FEB 2007)**

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The Offeror must specify separate fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit for each category of labor to be performed by—
 - (1) The Offeror;

- (2) Each subcontractor; and
 - (3) Each division, subsidiary, or affiliate of the Offeror under a common control.
- (c) Unless exempt under paragraph (d) of this provision, the fixed hourly rates for services transferred between divisions, subsidiaries, or affiliates of the Offeror under a common control—
 - (1) Shall not include profit for the transferring organization; but
 - (2) May include profit for the prime Contractor.
- (d) The fixed hourly rates for services that meet the definition of commercial item at 2.101 that are transferred between divisions, subsidiaries, or affiliates of the Offeror under a common control may be the established catalog or market rate when it is the established practice of the transferring organization to price inter-organizational transfers at other than cost for commercial work of the Offeror or any division, subsidiary or affiliate of the Offeror under a common control.

(End of Section I)

SECTION J
LIST OF ATTACHMENTS

- J-1 Line and Staff Office Mission Statements
- J-2 Ceiling Hourly Rate Table by Labor Category (*to be completed at time of award*)
- J-3 Labor Category Definitions
- J-4 Sample ProTech Monthly Contract Status Report
- J-5 Cost/Price Template(s) for Ceiling Rates
- J-6 Past Performance Questionnaire
- J-7 RFP Question and Comment Template

(End of Section J)

SECTION K REPRESENTATIONS AND CERTIFICATIONS

K-1 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8) (Dec 2014)

(a)

(1) The North American Industry classification System (NAICS) codes for this acquisition are _____. *[insert for each Domain]*.

(2) The small business size standard is _____ *[insert size standard]*.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) 52.204-17, Ownership or Control of Offeror.

___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

___ (iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

___ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov> . After reviewing the SAM

database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by clause number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of Provision)

K-2 TRADE AGREEMENTS CERTIFICATE (FAR 52-225-6) (May 2014)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.

Other End Products

Line Item No.	Country of Origin:

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

(End of Provision)

K-3 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES

(FAR 52.230-7) (Apr 2005)

The offeror shall check “yes” below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

[] Yes [] No

If the offeror checked “Yes” above, the offeror shall--

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

K.4 52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (NOV 2014)

(a) Definitions. As used in this provision -- Commercial and Government Entity (CAGE) code means--

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code. Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner. Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it [--] has or [--] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates has in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a doing business as name)

Is the immediate owner owned or controlled by another entity?:

☐ Yes or ☐ No.

(d) If the Offeror indicates yes in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a doing business as name)

(End of provision)

K.5 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is

(2) The small business size standard is

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management, and has completed the Representations and Certifications section of SAM electronic ally, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following:

____ (i) Paragraph (d) applies.

____ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
 - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans` Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Bio-based Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated

items; or include the clause at 52.223-2, Affirmative Procurement of Bio-based Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xvix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of Provision)

K.6 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

K.7 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(a) Definitions. As used in this provision--

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite delivery-indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs

(c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database at <https://www.acquisition.gov> (see 52.204-7)

(End of provision)

(End of Section K)

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make the full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.acquisition.gov/far/>.

FAR Clause No.	Title and Date
52.204-6	Data Universal Numbering System (DUNS) Number (JUL 2013)
52.204-7	System for Award Management (JUL 2013)
52.214-34	Submission of Offers in the English Language (APR 1991)
52.204-18	Commercial and Government Entity Code Management (JUL2015)(Reference 52.204-18)
52.215-1	Instructions to Offerors – Competitive Acquisition (JAN 2004) (Ref. 15.209)
52.215-22	Limitations on Pass-through Charges – Identification of Subcontract Effort (OCT 2009)
52.216-27	Single or Multiple Awards (OCT 1995)
52.222-24	Pre-Award On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
52.222-46	Evaluation of Compensation for Professional Employees (FEB 1993)
52.232-8	Submission of Electronic Funds Transfer Information with Offer (JUL 2013)
52.237-10	Identification of Uncompensated Overtime (OCT 1997)
1352.209-70	Potential Organizational Conflict of Interest (APR 2010)
1352.215-70	Proposal Preparation (Apr 2010)

L.2 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of multiple IDIQ contracts resulting from this solicitation. The contracts will utilize Cost Reimbursement, Time & Materials, Fixed Price in its various forms, and Labor-Hour Task Orders. Incentive provisions may also be applied to individual Task Orders.

(End of Provision)

L3 PROTESTS

L.3.1 SERVICE OF PROTEST (FAR 52.233-2) (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Name

Contracting Officer

National Oceanic and Atmospheric Administration

Acquisition and Grants Office/SSAD

1325 East West Highway, Room 11430

Silver Spring, MD 21910

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L.3.2 Agency Protests (CAR 1352.233-70) (APR 2010)

- (a) An agency protest may be filed with either: (1) The contracting officer, or (2) at a level above the contracting officer, with the appropriate agency Protest Decision Authority. See 64 FR 16,651 (April 6, 1999).

- (b) Agency protests filed with the Contracting Officer shall be sent to the following address:

Name

Contracting Officer

National Oceanic and Atmospheric Administration

Acquisition and Grants Office/SSAD

1325 East West Highway, Room 11430

Silver Spring, MD 21910

- (c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address: *[Insert appropriate Protest Decision Authority name and Address]*

- (d) A complete copy of all agency protests, including all attachments, shall be served upon the Contract Law Division of the Office of the General Counsel within one day of filing a protest with either the Contracting Officer or the Protest Decision Authority.

- (e) Service upon the Contract Law Division shall be made as follows:

U.S. Department of Commerce
Office of the General Counsel
Chief, Contract Law Division, Room 5893
Herbert C. Hoover Building
14th Street and Constitution Avenue, NW.
Washington, DC 20230
FAX: (202) 482-5858

(End of clause)

L.4 SMALL BUSINESS CLASSIFICATION CODE

ProTech spans five (5) Domains based on the organizational structure of the Bureau in which multiple IDIQ contracts will be awarded. The five ProTech Domains best represent NOAA's specialized needs for professional and technical services.

Each of the five (5) ProTech Domains has been assigned a North American Industry Classification System (NAICS) code for determining status as a small business for purposes of this solicitation and each resulting contract. Prime and Joint Venture Offerors submitting a proposal in response to this solicitation must meet the small business size standard for each Domain. The applicable NAICS codes and related small business size standards for the five (5) ProTech Domains are set forth below:

Pro-Tech NAICS Code Determination		
Domain	NAICS Code	Size Standard
Fisheries	541990	\$15M
Oceans	541620	\$15M
Weather	541330	\$15M
Satellites	541712	500 Employees
Enterprise Operations	541611	\$15M

L.5 PROPOSAL PREPARATION COSTS

This RFP does not commit the Government to pay any cost for the preparation and submission of a proposal in response to this RFP.

L.6 PROPOSAL SCHEDULE

Proposals are due in electronic format NLT 1500 Eastern Standard Time, [*Date entered with final RFP*] to the POCs listed below.

Name:
Email:
Phone:

***Note:** See the proposal submission instructions, including the provision describing treatment of late submissions, notifications, and withdraws of proposals at FAR Clause 52.215-1, Instructions to Offerors – Competitive Acquisition.*

L.6.1 Communications and Questions

Communications and questions concerning this solicitation or requests for clarification shall be made in writing to the CO.

Interested parties shall submit questions regarding this solicitation using Attachment J-7, RFP Question and Comment Template, by electronic mail to Pro-Tech@noaa.gov, with the solicitation number in the subject line. Questions shall be submitted by *Date*. Please be advised that questions that do not have the appropriate reference information may not be answered. The Government will attempt, but does not guarantee, that it will answer questions submitted after the date specified above. Regardless of when posed, all answers to question not involving discussion of proprietary information will be answered via formal amendment to the solicitation and provided to all Offerors on the Internet at www.fbo.gov. NOAA will not attribute the questions to the submitting Offerors, but the text of the questions and answers will be available to the general public.

L.6.2 Delivery of Proposals

All proposals shall be exclusively submitted in electronic format as specified below. The Government does not authorize submission of hard copy, telegraphic or facsimile offers for this solicitation. The Offeror shall mark the electronic file with the RFP Number for this solicitation, ST-1330-16-RP-0014. Offerors shall deliver proposals electronically as follows: Pro-Tech@noaa.gov. The email must include the name of the organization, along with the name and phone number of the individual delivering the proposal.

L.7 PARTICIPATION OF COMMERCIAL FIRMS IN THE EVALUATION PROCESS

The Government will utilize the contactors listed below to provide administrative support during evaluation of proposals submitted in response to this RFP. These contractors are restricted by the “Organizational Conflict of Interest” provision of their respective contracts from participating as a contractor, sub-contractor, or consultant on the proposed program other than on a non-competitive basis under a prime contract with the Government. Each individual from these contractors will execute a “Certificate of Non-Disclosure” prior to review of the proposal. By submitting a proposal, the offeror agrees to permit the contractor(s) listed below to view proposal information to the extent necessary to provide administrative support to the Government’s proposal review process.

Pursuant to FAR Part 9.505-4, and if requested by an offeror, the contractors listed below must execute an agreement with each offeror that states that they will protect the offeror’s

information from unauthorized use or disclosure for as long as it remains proprietary, and refrain from using the information for any purpose other than that for which it was furnished. To expedite the evaluation process, each offeror must contact the contractors to effect execution of such an agreement prior to submission of proposals. Each offeror shall submit copies of the agreement with their proposal. The Agreements shall be attached to Volume I as an appendix, and will not be included in the page count. The contractors supporting this source selection are listed below and have each executed Non-disclosure Agreements for this procurement:

Company

Attn:

L8 GENERAL INSTRUCTIONS

Offerors shall examine and follow all instructions. Failure to do so will be at the Offeror's own risk. Offerors whose proposals do not follow all instructions, may be deemed "Non-compliant" and disqualified from further evaluation. Proposals shall conform to solicitation provisions and be prepared in accordance with this section. To aid in the evaluations, proposals shall be neatly prepared, clearly and concisely written, properly indexed and logically assembled. Prospective Offerors are asked to bear in mind that all material submitted should be directly pertinent to the RFP requirements. Extraneous narratives, elaborate brochures, uninformative "PR" material and so forth, shall not be submitted. All pages of each part shall be appropriately numbered, and identified with the name of the Offeror, the date, and the solicitation number.

It is anticipated that multiple awards will be made within each Domain. Offerors may propose in one or multiple Domains. ***Offerors must submit and entire and distinct proposal for each Domain in which it seeks an award.*** An offeror may only submit an offer for task order requirements under the Domain(s) in which the offeror has been awarded an IDIQ contract.

Offeror proposal submissions shall address all information required in Section L and the evaluation factors set forth in Section M of the solicitation. In order to be considered for award in a Domain, Small Business Offerors shall address all requirements in this solicitation, except the submission of a Subcontracting Plan in Volume I. However, should an offeror be considered as small for one Domain in which it is competing and not small for other Domains in which it is competing, it must submit a subcontracting plan with its offers for the Domain(s) in which it does not qualify as small.

Proposals submitted within each Domain shall address the following four (4) factors: Technical Approach, Management Approach, Past Performance, and Cost/Price.

The number of awards to be made is dependent on the number, the quality, the coverage, and the small business status of proposals received per Domain. NOAA's present intent is to award the first Domain solicitation released in the 3rd Quarter FY17. This information is provided for use as a basis for schedules and labor rate calculations. For pricing purposes in response to Section D, assume a start date of June 30, 2017.

All acceptable proposals must demonstrate the Offeror's understanding of the requirements and associated risks. The Government considers statements that the prospective Offeror understands, can or will comply with the specifications, or statements paraphrasing the requirements or parts thereof to be inadequate and unsatisfactory. The Government further considers mere reiteration of the requirement or standard reference material to also be inadequate and unsatisfactory. Such responses may result in a proposal being deemed unacceptable and ineligible for award.

Any data previously submitted in response to another solicitation (except for past performance information), will not be evaluated. Proposal data shall not be incorporated into the proposal by referring to another proposal or other source.

The proposal shall be valid for not less than 360 calendar days from the proposal due date. The Offeror shall make a clear statement that the proposal is valid until such date in Volume I, Administrative of the proposal. The Government reserves the right to request additional information after receipt of Offeror's response to the RFP.

Offerors are cautioned that in order for their proposal to be eligible for award, the proposal must be in compliance with all of the terms and conditions set forth in the RFP with only minor irregularities.

A company with multiple Divisions (and each division registered separately in the System for Award Management) is **NOT** permitted to submit a separate proposal by Division within a single Domain for award consideration. Offerors are further cautioned that a Division's proposal should address the all of the RFP requirements uniquely based on their particular Division's capabilities. For example, management processes or past performance of a different Division may not be used in support of the Division submitting the proposal. The proposal must be organic to the Division submitting the proposal.

L.8.1 Proposal Integrity

In responding to this RFP, it is the Offeror's responsibility to provide current, complete and accurate information in their proposal. If, in reviewing the proposal, the Government identifies or otherwise learns that the provided proposal information is not accurate or misrepresents the Offeror's status or capabilities, that information may be used in the evaluation or by the CO as part of the Offeror's responsibility determination and could result in the Offeror not being eligible for award.

L.8.2 General Format Instructions

The Offeror's written proposal submission shall specify the Domain for which it is proposing and shall be submitted clearly indexed, and logically assembled as follows: The electronic submission for each volume shall contain **one copy** of the respective proposal volume in Microsoft (MS) Office 2010 Suite (MS Work, MS Excel) and **one copy** in Adobe Acrobat

“.pdf” format. Security permissions on the “.xls” and “.doc” files shall be set to allow the Government to select, cut, paste, review, and print text and graphics without the need for a password. Each file shall be limited in size to 10MB or less in order to facilitate faster downloads in a networked environment.

Each volume contain shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in either of both the headers and footers. A Table of Contents should be created using the Table of Contents feature in MS Word. MS Word (.doc) files shall use the following page setup parameters:

Margins – Top, Bottom, Left, Right - 1”
 Gutter – 0”
 From Edge – Header, Footer - 0.5”
 Page Size, Width – 8.5”
 Page Size, Height – 11”
 Orientation – Portrait, except as specified below

The following additional restrictions apply:

Pages shall be single-spaced and each paragraph shall be separated by at least one blank line. The Offeror will use a standard, Times New Roman 12-point minimum font. The Offeror may use a reduced font size, not less than 8-point, and landscape orientation for Tables and illustrations. Align all text in “Align Left.” Do not “Justify” text. Use a single column (vice double column) text format. All printed pages shall contain the phrase: “SOURCE SELECTION INFORMATION” (printed, watermarked or stamped) in addition to referencing the FAR 3.104-4 proprietary data notice provided on the front/cover page.

L.9 FORMAT AND INSTRUCTIONS FOR PROPOSAL SUBMISSION

Offeror’s proposals shall specify the Domain for which it is submitted and must consist of Volumes I through V, as set forth in the below Table.

Volume	Title	Page Limitations
I	Administrative Section I – Executive Summary Section II –Solicitation Documents Section III – CAGE, DUNs and TIN and Prime’s financial documents Section IV – Professional Employee Compensation Plan Section V – Uncompensated Overtime Policy Section VI – Subcontracting Plan (not applicable for Small Business proposal submissions) Section VII – OCI Mitigation Plan Section VIII –Signed Teaming Agreements for	Sec I – 5 page limit Sec II – No page limit Sec III – No page limit Sec IV – Not to exceed 10 pages Section V – Not to exceed 5 pages Sec VI – 10 page limit (excluding Master Subcontracting Plan) Sec VII –No page limit

Volume	Title	Page Limitations
	subcontractors	Sec VIII – No page limit
II	Technical Approach Corporate Experience/Core Competencies	30 page limit
III	Management Approach Organizational Plan and Management Approach Management of Resources	20 page limit
IV	Past Performance Section I: Contract Description Section II: Contract Performance Section III: Past Performance Assessment Questionnaire (not included in proposal page count)	Limit 2 pages per contract reference for Sections I and II combined up to 16 pages total.
V	Cost/Price: Section I-Pricing worksheet, etc.	No page limit

The proposals shall be clear and concise, logically assembled (with all pages appropriately numbered), as well as indexed and cross-indexed to the applicable parts of the Request for Proposal (RFP) as appropriate. Pages over the maximum page limitation for any volume of Section will be excluded from evaluation. Exceptions to the page limitations are, if required: cover pages, indices/tables of contents.

Information shall be confined to the appropriate volume to facilitate independent evaluation. Each volume must be presented on a stand-alone basis so that the Government can evaluate its contents without cross-referencing to other volumes of the proposal. The Government may consider information it requires for proposal evaluation not found in its designated volume as having been omitted from the Offeror's proposal.

L.9.1 Volume I – Administrative

Section I - Executive Summary

The Executive Summary letter shall include:

- a. Master Index. A master index that identifies the location of all major topics provided in each volume.
- b. Statement of Compliance. Each offer shall include a statement indicating complete compliance with the solicitation in the Administrative volume, or detailed analysis of any objections, exceptions, contingencies, or additions. Any objection, exception, contingency, or addition shall be cross-referenced to the applicable solicitation paragraph(s).
- c. Format and Content. Each Offeror shall describe any deviations from the specified proposal format and content. If the Offeror's proposal differs from these guidelines, state the differences, and explain the reason.
- d. Authorized Negotiators. Offerors shall provide a list of authorized negotiators with their position title and their phone/email contact information.

Section II - Solicitation Documents.

Each Offeror shall complete blank lines and provide signatures for the contract sections indicated below without modification to the files. An authorized official of the firm shall sign the proposal, amendments and all certifications requiring original signature. An Adobe Acrobat file, “.pdf” shall be created to capture the signatures for submission in the Administrative volume.

Originating RFP section:

- a. A signed and completed Executive Summary letter and any subsequent amendments.
- b. Contract Administration Data.
- c. Provisions/Clauses.

Section III – CAGE, DUNs and TIN and Prime Offerors Financial Documents.

The Offeror shall provide in this section a listing of the Prime and proposed subcontractors CAGE, DUNs and TINs. Additionally, in order for the Government to determine Financial Responsibility, offerors will submit financial statements to include a Balance Sheet; Income Statement; Cash Flow Statement; and Statement of Retained Earnings for the Offeror’s past fiscal year and current reporting period as of the date of the proposal. Also, a certified copy of the Prime’s Line of Credit and its current status at the time of proposal submission. Prior to submission, a company officer or CPA will certify the statements. Small businesses are not required to submit CPA audited or reviewed financials, but shall have their CFO certify their financials.

Section IV - Professional Employee Compensation Plan

The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories may impair the Contractor’s ability to attract and retain competent professional service employees or may be viewed as evidence of failure to comprehend the complexity of future task order requirements. Task orders under this contract may be subject to FAR 52.222-46, Evaluation of Compensation for Professional Employees. For ProTech, the Offeror shall submit a Professional Employee Compensation Plan that addresses the Offeror’s philosophy and methodology for determining salaries and fringe benefits for their professional employees. The professional employee compensation plan will be incorporated by reference into any resulting ProTech contracts.

Section V - Uncompensated Overtime Policy

“Uncompensated overtime” means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours. Task Orders may be subject to FAR 52.237-10, Identification of Uncompensated Overtime when services to be required are on the basis of the number of hours to be provided. For ProTech, the Offeror shall submit their policy for addressing uncompensated overtime consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours. The uncompensated overtime policy will be incorporated by reference into any resulting ProTech contract.

Section VI – Subcontracting Plan.

Each offeror shall provide a summary describing the teaming or subcontracting arrangement established for this RFP. The Offeror shall identify each proposed team member by company name, CAGE Code and address. Also, Other Than Small Business offerors competing in each Domain shall submit a Subcontracting Plan in accordance with FAR Clause 52.219-9 (for reference see FAR 19.704). An offeror may include a Master Subcontracting Plan specific to this requirement. The Government's request for the correction or revision of a Subcontracting Plan does not constitute Negotiations or Discussions to include requests made after the Final Proposal Revision.

Section VII - Organizational Conflict of Interest Mitigation Plan.

Offerors shall include their mitigation plan in accordance with the clauses and provisions listed in the RFP. The Government's request for correction or revision of an OCI Plan, at any time prior to award, does not constitute Negotiations or Discussions.

Section VII - Representations and Certifications.

The Offeror shall enter the NAICS code for this effort and complete RFP Section K, Representations, Certifications, and Other Statements of Offerors or Respondents; and complete and provide a copy of electronic annual representations and certifications at <https://www.sam.gov>.

Section VIII - Teaming Agreements.

Teaming is NOT required in order for an Offeror to be awarded a contract under ProTech. However, Offerors may consider teaming as a means to more fully meet the array of requirements and resources needed to perform under each ProTech Domain.

If the Offeror proposes a subcontracting team, duly executed teaming agreements shall be submitted herein. Additionally, any examples of subcontractor past performance must be from entities with which the Offeror has a teaming agreement. Letters of commitment are acceptable examples of teaming agreements, and are considered teaming agreements for the purposes of this solicitation.

The Teaming Agreements/Letters of commitment shall include, at a minimum: (1) signatures of the principals or individuals of each team member with authority to commit to the arrangement; (2) a statement as to how the work will be divided either by task area or requirement and the approximate percentage level of work to be performed by the subcontractor; and (3) the relationship of the parties, and responsibilities of the parties. Teaming Agreements/Letters of commitment must state that they are valid and in effect for a period of not less than six and one-half (6 ½) years from award of the ProTech contract. In addition, the contribution of team members should be detailed in the technical and management portions of the proposal.

If the Offeror is not proposing as a team, the response in this Section shall so indicate.

L.9.2 Volume II – Technical Approach (Factor I)

A Statement of Work (SOW) is provided in Section C of this solicitation specifying the requirements by NOAA Domain. The Offeror shall demonstrate the most comprehensive understanding of the SOW requirements for each Domain the offeror intends to propose and in which they submit a proposal. The Offeror shall identify its technical approach and competencies and those of its subcontractors applicable to the Domain being proposed. The offeror shall also provide any unique competencies that will provide additional benefit to the Government. The Offeror shall provide information on techniques used by the firm to continue to expand and update its range of competencies applicable to the Domain.

The Government is seeking companies who possess competencies directly applicable to the Domain being proposed. The Offeror shall address to the maximum extent of their capabilities and that of their team, if applicable, each of the sections below describing its core competencies, technical capabilities, and organizational experience applicable to the Domain being proposed.

- L.9.2.1 The description shall include a demonstration and delineation of the Prime's competencies relevant to the SOW and those of its proposed team members and how the requirements will be accomplished.
- L.9.2.2 The description shall include innovative and technical competencies, and methods used, or to be used, to perform the Domain requirements and to update and grow competencies within your organization,
- L.9.2.3 Offerors must address the breadth, depth, and complexity of their capabilities for the requirements associated with each proposed Domain. For purposes of this solicitation, breadth is defined as the extent to which the proposed Corporate Experience corresponds to the array of efforts set forth in the SOW. Depth is defined as the extent to which the proposed Corporate Experience fully addresses an individual type of effort (e.g., Program Management & Technical Services) set forth in the SOW. Complexity is defined as the degree to which an identified Corporate Experience has tasks interrelated in multiple ways.
- L.9.2.4 Describe accomplishments, past or current work, comparable or relevant to the effort required by each Domain. This includes corporate experience and shall include detailed work that has been performed similar to this requirement with specifics relating to cost saving concepts implemented, challenges, risks mitigated, and innovative techniques that have enhanced efficiency and effectiveness.
- L.9.2.5 Describe the organization capabilities to manage multiple task orders in an IDIQ environment.
- L.9.2.6 Describe the corporate technical approach as to how the Offeror will invest in NOAA's mission, including the approach to build and maintain an industrial base supporting the nation's environmental intelligence capability.

L.9.3 Volume III – Management Approach (Factor II)

The Offeror shall provide a comprehensive management plan for execution of the contract and resulting task orders. The Offeror shall describe its organizational and management

structure, including major subcontractors, and how that organization fits into the firm's overall corporate structure.

- L.9.3.1 The Offeror shall identify Key Personnel and provide resume highlights for personnel identified, including, at a minimum, the Program Manager, Contracts Manager, and Small Business Liaison Officer, within the corporate structure. If any proposed personnel are not currently employed with the Offeror, or proposed as a contingency hire, it must be noted. A contingency hire is an individual who has signed a commitment to work in the event the contract is awarded to the Offeror. The letter committing to the contingency hire must be provided as part of the proposal, but shall not count against page limits.
- L.9.3.2 The Offeror shall discuss the methodology and rationale used in selecting proposed subcontractors (if proposing as a team), and the role intended for each.
- L.9.3.3 In describing the management structure, the Offeror shall include (i) responsibilities, lines of authority, and span of control, (ii) flow of information among the Offeror's team and organization, and (iii) interface and communication among the contractor team, requiring activities, and external organizations. The description of the corporate management structure shall be specific to supporting the Domain requirements and how NOAA support fits within the structure.
- L.9.3.4 The Offeror shall discuss its management methodologies, corporate resources to meet surge requirements in multiple task orders, and approach to planning, controlling and managing cost, schedule, and performance in executing the program's mission.
- L.9.3.5 The Offeror shall define its core resources, highlighting unique resources that enable the Prime to efficiently meet immediate Government requirements within 30 days or less of task order award.
- L.9.3.6 The Offeror shall describe its approach to staff, recruit, train, and retain high quality personnel, including a description of its management tools, processes, procedures and policies. Also, the offeror shall describe its plan for transiting personnel from existing contracts or task orders, or recruiting personnel with appropriate qualifications/skill levels and knowledge using its core resources. The plan should include establishing a contingent workforce capability, maintenance of a résumé library, and training for its workforce in response to certifications required in task orders. In addition, the approach shall address the ability to obtain necessary facilities, equipment/materials and security required to meet contract objectives.
- L.9.3.7 The Offeror shall describe its Quality Assurance/Quality Control Plan to include processes, procedures and policies.
- L.9.3.8 The Offeror shall describe its technical certifications, such as, Capability Maturity Model Integration (CMMI) Level, ANSI/ISO/ASQ-9001:2000, Baldrige Award, or other comparable quality management achievement that denotes equivalent process establishment and control.

L.9.4 Volume IV – Past Performance (Factor III)

Offerors shall submit past performance information for up to eight (8) Government contracts (no less than three for the prime or Joint Venture) having performance within the past three years, which are relevant to the efforts required by this solicitation. In selecting past

performance examples, the Offerors should bear in mind the Government will evaluate the extent to which the past performance examples proffered cover the delineated Domain requirements. Previous CPARS ratings and questionnaires will be used in the proposal evaluations. Data concerning the prime Offeror shall be provided first, followed by each proposed subcontractor, in alphabetical order. Joint Ventures shall submit past performance information for the JV. This volume shall be organized into the following sections:

Note: Relevancy includes such things as service similarity, complexity, contract type, contract dollar value/size, program phase, division of company, major or critical subcontractors, teaming partners and joint venture.

L.9.4.1 Section I - Contract Descriptions: This section shall include the following information:

- a. Contractor place of performance, CAGE Code and DUNS Number.
- b. Government contracting activity, current address, Procuring or Administrative Contracting Officer's name, email address, telephone and fax numbers.
- c. Government's technical representative/COR, current e-mail address, telephone and fax numbers.
- d. Government contract administration activity, if applicable, the Administrative Contracting Officer's name, current e-mail address, telephone and fax numbers.
- e. Contract Number (in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Delivery/Task Order Numbers).
- f. Contract Type (specified type, such as Fixed Price (FP), Cost Reimbursement (CR), Time & Materials (T&M), etc.) In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, or Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc.).
- g. Award contract price and final or projected final price.
- h. Original delivery schedule, including dates of start and completion of work. Final or projected final, delivery schedule, including dates of start and completion of work.

L.9.4.2 Section II – Performance: Offerors shall provide a narrative description for each contract listed in Section I above. This narrative shall describe the contract objectives, how these objectives were achieved, and detail how the effort is relevant to the Domain requirements of this solicitation. Descriptions shall include all aspects of performance, including the Offeror's record of: 1) conforming to contract specifications to include the timely supply of personnel resources; 2) maintaining program execution within proposed Price; 3) adherence to contract schedules; 4) ability to resolve technical problems quickly and effectively; 5) professional concern for the interest of its customers; and 6) establishing and maintaining adequate management of subcontractors. For any contracts that did not/do not meet original schedule or technical performance requirements, Offerors are to provide a brief explanation of the reason(s) for the variances and any corrective action(s) taken to avoid recurrence. Offerors shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. Also, the Offerors shall also provide a copy of any Cure Notice or Show Cause Letter received on each contract listed and a description of any resultant corrective action implemented. Additionally, the Offerors shall indicate if any of the contracts listed were

terminated and the type and reasons for the termination. Offerors shall indicate their own assessment of their performance with supporting rationale.

L.9.4.3 Section III – Past Performance Assessment Questionnaire: For all contracts identified in Section I, Past Performance Assessment Questionnaires must be completed and submitted. The Offeror shall complete Part I of the Past Performance Assessment Questionnaire and e-mail the questionnaire to both the Government contracting activity and technical representative responsible for the past/current contract. The POC's indicated shall be instructed to electronically complete Part II of the questionnaire and e-mail the entire questionnaire to the Contract Specialist within 30 days of the release of the RFP, to Pro-Tech@noaa.gov. The Offeror shall also e-mail to the Contract Specialist a list of all the POC's who were sent a questionnaire. The Government must receive this list NLT 20 days after release of the RFP. The POC list shall be submitted in Excel to include the following fields: Solicitation Number; Company Name; Contract Number; Government Agency; POC Last Name, First Name; POC Title; POC Telephone Number; POC email address and the date with which the document was received by the POC (month/day). Additionally, the offeror must specify the Domain for which the POC list applies.

L.9.5 Volume V – Cost/Price (Factor IV)

The Offeror shall provide a price proposal containing the following:

- L.9.5.1** A completed Price Matrix provided at Attachment J-5 Cost/Price Template(s) for Ceiling Rates. Provide a fully burdened hourly rate (including profit), rounded to the nearest penny, for each labor category by calendar year of performance along with the requested cost element detailing underlying those fully burdened hourly rates. Upon award of an ID/IQ contract, the agreed fully burdened hourly rates will constitute ceilings governing the pricing of future task order proposals; therefore the Offeror should base them on the most highly qualified employee or class of employees within a category working in the highest cost location. The labor category descriptions are provided at Attachment J-3.
- L.9.5.2** Information on how the rates and their component cost elements in Attachment J-5 were developed and rationale why the offeror considers them to be reasonable. If the Offeror's system does not readily provide for identifying each of the categories listed in Attachment J-5, it shall be identified and explained.

Offerors shall make the account of how the rates and their component cost elements were developed comprehensive and detailed in order to eliminate, or at least minimize, the need for clarification questions by the Government as it reviews the price proposals. In explaining why the proposed rates and their component cost elements are reasonable, Offerors shall refer to any comparable rates from existing ID/IQ contracts with federal Government organizations, such as GSA Federal Supply Schedule contracts, and may also reference relevant rate agreements with, or

recommendations by, federal Government organizations, Bureau of Labor Statistics Standard Occupational Classification pay information, wage escalation forecasts by reputable forecasting organizations, and any other information that the Offeror considers relevant. In determining which information to submit in support of the reasonableness of the proposed rates, the Offeror should bear in mind that the Government may choose to award without discussions so that the information submitted with the original proposal may represent the totality of the information that the Government will consider in making its reasonableness determination.

The Offeror is not required to certify the rates and supporting information contained in this price proposal. Unrealistically low ceiling hourly rates may indicate an inability to understand requirements and a high-risk approach to contract performance. Accordingly, the Government may consider the findings of such analysis in evaluating an Offeror's ability to perform and the risk of its approach.

Note: *Failure to offer ceiling hourly rates for all Labor Categories and all contract periods will affect the ability of the Government to evaluate the proposal and may result in the Offeror being ineligible for award.*

L.10 CONTENT OF RESULTING CONTRACT

Any contract awarded as a result of this solicitation will contain Part I - The Schedule, Part II - Contract Clauses, and Part III - List of Documents, Exhibits and Other Attachments. Part IV - Section K - Representations, Certifications, and Other Statements of Offerors, will be incorporated into the resulting contract by reference. Blank areas appearing in these sections are to be completed by the Offeror or will be filled in by the Contracting Officer prior to award.

L.11 ALTERNATE PROPOSALS

Alternate proposals will not be considered.

(End of Section L)

SECTION M

EVALUATION FACTORS FOR AWARD

M.1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE (FAR 52.232-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Full text is available at <http://acquisition.gov/far/index.html>. The Offeror is cautioned that the listed provisions may include blocks that shall be completed by the Offeror and submitted with its proposal. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its proposal.

FAR / CAR Part	Title and Date
52.217-5	Evaluation of Options (JUL 1990)
1352.215-74	Best Value Evaluation (APR 2010)

M.2. GENERAL

The Government is conducting this source selection in accordance with the tradeoff source selection procedures contained in FAR Part 15.101-1. The quality of the Offeror's response and adherence to solicitation requirements and restrictions will be considered reflective of the manner in which the Offeror could be expected to perform ProTech tasks, and will be considered in the evaluation process. In making an award determination, the Government will consider an Offeror's entire proposal, which is defined as the combination of the technical, management, past performance and price volumes. When conducting the evaluation, the Government will use data included by Offerors in their proposals. The Government reserves the right to use data obtained from other sources while conducting its evaluation. Each Offeror is responsible for ensuring that the information provided is thorough, accurate, and complete.

M.3 BASIS OF AWARD

In accordance with FAR 52.215-1(f) the Government intends to award multiple contracts without discussions to the responsible Offerors whose proposals represent the best value (see FAR Part 2 definition) to the Government, cost/price and other factors considered. Therefore, the initial proposal should contain the Offeror's best terms from a technical and cost/price standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. The determination whether or not to conduct discussions will be made at the unilateral discretion of the Contracting Officer. The Government will conduct a best value analysis using the factors listed in Section M.4. In performing its best value analysis, the Government will compare any relevant differences among the evaluated proposals to determine which proposal(s) offer(s) the overall best value. This effort will include comparing the strengths, weaknesses, and risks associated with each offer.

There will be separate awards for each Domain using full and open competition with reserves for small business. Consequently, the procurement schedule and award decisions on one Domain will not affect the other Domains. Within each Domain, the source selections will be conducted as separate and distinct evaluations. An Offeror must submit a proposal for each Domain for which they wish to compete. Therefore, an offeror who proposes in multiple Domains may receive an award in one or more Domains.

Order of Importance: Non-Price Factors: Technical Approach is more important than Management Approach; and Management Approach is more important than Past Performance. The non-price factors, when combined, are significantly more important than price.

M.4 EVALUATION FACTORS

The Government will evaluate each prime contractor and their team members, as applicable. The evaluation criteria represent key areas of importance to be considered in the source selection decision. The following “Factors” will be used to support meaningful comparison and discrimination between and among competing proposals.

M.4.1 Factor I - Technical Approach

The Technical Approach evaluation will assess an Offeror’s likelihood of success in performing the solicitation requirements as indicated by its proposed response to the Statement of Work (SOW) requirements for each Domain. The Offeror shall also provide any unique competencies that will provide additional benefit to the Government. The Government will evaluate the extent to which each Offeror demonstrates the following:

- M.4.1.1 The extent to which the Prime’s competencies and those of its proposed team members are demonstrated and delineated.
- M.4.1.2 Demonstrated technical competencies, and innovative methods used to update and grow competencies within your organization.
- M.4.1.3 The extent to which each Offeror demonstrates its ability to perform the breadth, depth, and complexity of the requirements associated with each proposed Domain.
- M.4.1.4 Demonstrated accomplishments comparable and relevant to the effort required, including corporate experience and detailed work performed similar to ProTech, cost saving concepts implemented, challenges, risks mitigated, and innovative techniques that enhanced efficiency and effectiveness.
- M.4.1.5 Demonstrated organizational capabilities to manage multiple task orders in an IDIQ environment.
- M.4.1.6 Demonstrated corporate investment in NOAA’s mission and the approach to build and maintain an industrial base supporting the nation’s environmental intelligence capability.

M.4.2 Factor II - Management Approach

The Government will evaluate the extent which each Offeror demonstrates sound and reasonable business practices appropriate to managing this contract. The Government will evaluate the extent to which each Offeror demonstrates the following:

- M.4.2.1 Identify qualified Key Personnel, detailing hiring contingencies, as applicable, for the Program Manager, Contracts Manager, and Small Business Liaison Officer, and any other position the Offeror considers Key, within the corporate structure.
- M.4.2.2 Demonstrated methodology for choosing and the rationale for selecting proposed subcontractors (if proposing as a Team), and the role intended for each.
- M.4.2.3 Demonstrated an effective management structure, specific to the Domain and NOAA requirements, with responsibilities, lines of authority, span of control, communication and interface among team members, requiring activities, and external organizations.
- M.4.2.4 Demonstrated management methodologies, corporate resources to meet surge requirements for multiple task orders, and approach to planning, controlling and managing the cost, schedule, and performance in executing the program's mission.
- M.4.2.5 Defined core and unique resources that enable the Prime to efficiently meet immediate Government requirements within 30 days or less of task order award.
- M.4.2.6 Demonstrated approach to staff, recruit, train, and retain high quality personnel, including a description of its processes, procedures and policies. Demonstrated plan for transitioning personnel from existing contracts or task orders, recruiting personnel or the use of core resources. Demonstrated approach to obtain necessary facilities, equipment/materials and security required to meet contract objectives.
- M.4.2.7 Demonstrated Quality Assurance/Quality Control Plan.
- M.4.2.8 Defined certifications, such as, Capability Maturity Model Integration (CMMI) Level, ANSI/ISO/ASQ-9001:2000, Baldrige Award or other comparable quality management achievement that denotes equivalent process establishment and control.

M.4.3 Factor III –Past Performance

The Past Performance evaluation will assess an offeror's likelihood of success in performing the solicitation requirements as indicated by its record of past performance. The Government will evaluate the extent to which the past performance examples offered encompass the requirements in the statement of work. The Government will conduct a Past Performance Assessment based on the quality, relevancy and currency of the offeror's and team members past performance as it relates to the probability of successfully accomplishing the ProTech requirements.

When assessing past performance relevancy and quality level, the Government will focus its inquiry on the past performance of the Offeror and its proposed team members as it relates to all solicitation requirements in the applicable Domain. Past Performance accomplishment shall include all aspects of performance including the Offeror's record of:

- 1) Conforming to specifications and standards of good performance;
- 2) Maintaining program execution within price;
- 3) Adherence to contract schedules;
- 4) Ability to resolve technical and management problems quickly and effectively;
- 5) Professional concern for the interest of its customers; and

6) Establishing and maintaining adequate management of team members.

Offerors are cautioned that in conducting the Past Performance Assessment, the Government may use data provided in the offeror's proposal and data obtained from other sources. As the Government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offerors to explain the relevance of the data provided. Offerors are reminded that while the Government may elect to consider data obtained from other sources, the burden of proving relevancy and a high quality level in Past Performance rests with the Offeror.

In accordance with FAR 15.305(2)(iv), Offerors with no recent or relevant past performance will result in assignment of a neutral rating, indicating neither a FAVORABLE nor UNFAVORABLE evaluation rating. If a Joint Venture lacks past performance as a Joint Venture, then the JV will receive a neutral rating.

M.4.4 Factor IV – Cost/Price

The Government will evaluate the proposed ceiling hourly rates submitted by each Offeror in the completed Cost/Price Template(s) for Ceiling Rates (Attachment J-5) provided in Section J of this solicitation.

The ceiling hourly rates proposed by the Offeror will be evaluated by the Government for reasonableness. The ceiling hourly rates will not be used to determine an evaluated price for the proposal as part of the tradeoff decision as to whether to award a contract. An Offeror whose proposed ceiling rates are determined to be reasonable by the Government may be awarded a contract depending on the Government's evaluation of the non-price portions of the Offeror's proposal. An Offeror whose proposed ceiling rates are determined not to be reasonable will not be awarded a contract regardless of the Government's evaluation of the non-price portions of the Offeror's proposal.

In determining reasonableness of the Offeror's proposed ceiling hourly rates, the Government will consider whether the proposed rates are balanced, how the proposed rates compare with those in comparable contracts or agreements with the federal Government, how they compare with the rates proposed by other Offerors and whether they are consistent with relevant information and forecasts from authoritative external organizations such as the Bureau of Labor Statistics. As part of this evaluation, the Government may consider other agency audit information and information the Government deems relevant. Offerors are advised that proposed rates may be deemed not reasonable by the Government, not only by virtue of being too high, but also by virtue of being sufficiently low so as to represent a risk to successful performance of the work to be procured via the program.

M.5 EVALUATION RATING SCHEME

The awards will be made based upon the trade-off process using a competitive source selection process. NOAA anticipates making contract awards to multiple Contractors in each Domain.

Technical and Management Factor Rating Descriptions

Rating	Description
Outstanding	Proposal meets requirements and demonstrates an exceptional approach and understanding of the requirements and offers many significant strengths that exceed the requirements and are highly beneficial to the Government. Strengths significantly outweigh any weaknesses. No significant weaknesses.
Good	Proposal meets requirements and demonstrates a thorough approach and understanding of the requirements. Proposal contains some significant strengths that are highly beneficial to the Government. Strengths outweigh any weaknesses.
Acceptable	Proposal meets requirements and demonstrates an adequate approach and understanding of the requirements. Proposal offers some strengths that will be advantageous to the Government during contract performance. Strengths and weaknesses are offsetting, or will have little or no impact on contract performance.
Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal contains a combination of significant weaknesses and/or a deficiency that could be made acceptable through negotiation.
Unacceptable	Proposal fails to meet requirements and contains multiple significant weaknesses and/or deficiencies or multiple significant weaknesses and/or a deficiency remaining after discussions. Proposals with unacceptable ratings are not eligible for contract award.

Technical and Management Risk Rating Descriptions

Rating	Description
Low	Has little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and Government monitoring will likely be able to overcome any difficulties.
Moderate	Can potentially cause disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.
High	Is likely to cause significant disruption of schedule, increased cost or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.

Past Performance Ratings Rating Description

Rating	Description
Outstanding	Based on the Offeror's recent/relevant past performance information, the Government has a high expectation that the Offeror will successfully perform the required effort.

Rating	Description
Acceptable	Based on the Offeror's recent/relevant performance record, the Government has a reasonable positive expectation that the Offeror will successfully perform the required effort.
Marginal	Based on the Offeror's recent/relevant performance record, the Government has a lower expectation that the Offeror will successfully perform the required effort.
Unacceptable	Based on the Offeror's recent/relevant performance record, the Government has a very low expectation that the Offeror will be able to successfully perform the required effort.
Neutral	No recent/relevant performance record is available or the Offeror's performance record is so sparse that a past performance rating cannot be assigned.

M.6 COMPETITIVE RANGE

The Government retains the right, and intends to make award without discussions. If discussions will be held, based on the ratings of each proposal against all evaluation criteria, the Contracting Officer shall establish a competitive range comprised of all of the most highly rated proposals on the basis of non-price factors. Any Offeror eliminated from the competitive range on the basis of new adverse past performance will be given an opportunity to respond to such findings prior to determination of the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer, at his/her sole discretion, may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. In determining the competitive range and the Offerors to be included, the Contracting Officer may also take into consideration the small business status of Offerors. If the Contracting Officer decides that an Offeror's proposal should no longer be included in the competitive range, the proposal shall be eliminated from consideration for award. The CO will notify, in writing, all Offerors whose proposals do not fall within the competitive range that their proposals are no longer eligible for award. Offerors determined to be in the competitive range will then be notified of their inclusion in the competitive range and scheduled for discussions by the CO within approximately two weeks following such determination.

(End of Section M)